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THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

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**SECOND SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR BARTRAM PARK PHASE 2**

THIS SECOND SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR BARTRAM PARK PHASE 2 (this "Supplement") made this 5th day of January, 2005, by BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Bartram Ltd."); BARTRAM INVESTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Bartram Investments"); WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Winslow"); and BARTRAM PARK OWNERS' ASSOCIATION, INC., a corporation not-for-profit organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, (the "Association"), is made with reference to the following facts:

(A) Bartram Ltd., with the consent and joinder of FLAGLER DEVELOPMENT COMPANY, which was formerly known as GRAN CENTRAL CORPORATION, a corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, ("Flagler"), made that certain Declaration of Covenants and Restrictions for Bartram Park dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, as amended by that certain First Supplement to Declaration of Covenants and Restrictions for Bartram Park by and among Bartram Ltd., Bartram Investments, Flagler, and the Association dated October 31, 2001, and recorded November 15, 2001, in Official Records Book 10227, at page 901, of the public records of Duval County, Florida, and as supplemented by that certain Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 3 by and among Bartram

Park, Bartram Investments, Winslow, and the Association dated December 29, 2004, and recorded January __, 2005, in Official Records Book ____, at page ____, of the public records of Duval County, Florida, (collectively, the "Declaration") with respect to the real property in Duval County, Florida, described therein (the "Property");

(B) Bartram Ltd. subsequently conveyed certain portions of the Property to Bartram Investments;

(C) Bartram Ltd. subsequently partially assigned to Flagler the rights of the "Developer" (as defined in the Declaration) (the "Developer") under the Partial Assignment of Developer's Rights under Declaration of Covenants and Restrictions for Bartram Park by and between Bartram Ltd., and Flagler dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 192, of the public records of Duval County, Florida;

(D) Bartram Ltd. subsequently assigned the remainder of the rights of the Developer to Bartram Investments under the Assignment and Assumption of Developer's Rights under Declaration of Covenants and Restrictions for Bartram Park by and between Bartram Ltd. and Bartram Investments dated October 31, 2001, and recorded November 15, 2001, in Official Records Book 10227, at page 882, of the public records of Duval County, Florida;

(E) Article III, Section 3.2 of the Declaration provides that Declarant shall have the right, but not the obligation, to subject "additional land" to this Declaration from time to time on the terms and conditions set forth therein;

(F) Article III, Section 3.2, of the Declaration contemplates that any such annexation of additional land may be accomplished by recording a supplement to the Declaration, executed by the Declarant and the owner of the additional land (Winslow), among the public records of Duval County, Florida; and

(G) Winslow owns and desires to annex the additional land described in Exhibit "A," which is attached hereto and, by this reference, made a part hereof (the "Second Annexed Property") to the provisions of the Declaration on the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and agreements hereinafter set forth, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. The foregoing recitals of fact are true and correct and, by this reference, are hereby fully incorporated herein.

2. Except as otherwise specifically defined herein, all terms used in this Supplement are used as defined in the Declaration and shall have the same meaning as in the Declaration.

3. Except as expressly provided herein, the First Annexed Property is hereby made subject to the provisions of the Declaration. The defined term "Property," as contained in the

Declaration, is hereby amended to include the First Annexed Property for all purposes of the Declaration and this Supplement.

4. Winslow may retain title to any Common Property within the First Annexed Property until such time as it has completed all improvements thereto. Upon such completion, Winslow may convey any Common Property within the First Annexed Property to the Association.

5. As to the First Annexed Property, Section 4.4 of the Declaration is hereby amended in its entirety to read as follows:

“Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. All landscaped areas within the Common Area shall be maintained at regular intervals in accordance with good property management practices and in a manner consistent with a first-class office, industrial and service park; provided, however, that the Owner of each Building Site abutting the Common Area or its respective Subassociation shall maintain such landscaping to the outer edge of the sidewalks on those portions of the Common Area abutting such Building Sites, as the case may be. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers (“ACOE”), Florida Department of Environmental Protection (“FDEP”), St. Johns River Water Management District (“SJRWMD”), and Duval County, Florida, and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the

system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.”

6. As to the First Annexed Property, the following new Section 5.7 is hereby added to the Declaration:

“**Section 5.7 Signs.** “For Rent” signs, “For Sale” signs and the like shall be standardized by the DRC. Any such signs erected on the Building Sites shall be erected only in accordance with the standards promulgated by the DRC and only upon the Building Sites and not in or on the Common Areas.”

7. As to the First Annexed Property and subject to the further approval of Bartram Investments, Section 6.3 of the Declaration is hereby amended in its entirety to read as follows:

“**Section 6.3 Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each annual budget through December 31, 2005, shall be promulgated by the Developer. Thereafter, each annual budget shall be promulgated by the Board of Directors. Each Owner’s pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

“(a) Owners of Building Sites shall pay a pro rata share of annual and special assessments based upon the respective acreages of the Building Sites. From and after December 31, 2005, annual assessments shall be subject to the following limitations:

(i) Annual assessments may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount, such annual increases to be cumulative and self-operative; and

(ii) Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount may be increased above the ten percent (10%) limitation set forth in subsection 6.3(a)(i).

The total amount of each annual and special assessment shall be prorated based on the total acreage of each Building Site as of the date of authorization of such annual or special assessment by the Board of Directors.

“(b) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

“(c) Assessments payable by Owners who are members of a Subassociation shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners who are not members of a Subassociation shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association’s right to directly enforce each Owner’s individual obligation to pay assessments to the Association pursuant to this Declaration.”

8. As to the First Annexed Property, Section 11.8 of the Declaration is hereby amended in its entirety to read as follows:

“Section 11.8 Assignment of Permit Responsibilities and Indemnification. In connection with the development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE Permit. Certain of those obligations have been or may be transferred to the Owners of the Building Sites pursuant to separate written agreements. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer’s remaining obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Further, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.”

9. Except as specifically amended by this Supplement, all of the remaining terms and provisions of the Declaration shall remain in full force and effect, are hereby ratified and confirmed, and, by this reference, are hereby fully incorporated into this Supplement as though set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

WITNESSES:

D M Folino
(Sign on this line.)
D M FOLINO
(Print name legibly on this line.)

Sandra L. Powell
(Sign on this line.)
SANDRA L. Powell
(Print name legibly on this line.)

BARTRAM PARK, LTD.

By: BARTRAM TRADING COMPANY,
its sole General Partner

By: *J. Thomas Dodson*
J. THOMAS DODSON,
its President

(CORPORATE SEAL)

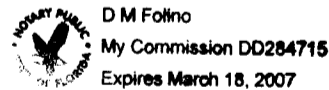
STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31 day of DECEMBER, 2004, ~~January, 2005~~, by J. THOMAS DODSON, as President of BARTRAM TRADING COMPANY, a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

D M Folino
(Sign on this line.)
D M FOLINO
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: DD 284715
EXPIRATION DATE: 3/18/07

(SEAL)



WITNESSES:

D M Folino
(Sign on this line.)
D M FOLINO
(Print name legibly on this line.)

Sandra L. Powell
(Sign on this line.)
SANDRA L. Powell
(Print name legibly on this line.)

BARTRAM INVESTMENTS, LLC

By: BARTRAM INVESTMENTS, INC.,
its Manager

By: *J. Thomas Dodson*
J. THOMAS DODSON,
Its President

(CORPORATE SEAL)

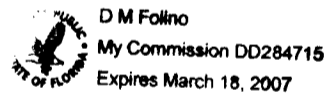
STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ~~31st~~ ^{DECEMBER, 2004,} day of ~~January, 2005,~~ by J. THOMAS DODSON, as President of BARTRAM INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Florida, as the Manager of BARTRAM INVESTMENTS, LLC, a limited liability corporation organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited liability company, who is personally known to me or has produced _____ as identification.

D M Folino
(Sign on this line.)
D M FOLINO
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: DD 284715
EXPIRATION DATE: 3/18/07

(SEAL)



WITNESSES:

D M Folino
(Sign on this line.)
D M FOLINO
(Print name legibly on this line.)

Andrew L. Powell
(Sign on this line.)
ANDREW L. Powell
(Print name legibly on this line.)

WINSLOW FARMS, LTD.

By: WINSLOW FARMS, INC.,
its sole General Partner

By: *J. Thomas Dodson*
J. THOMAS DODSON,
its President

(CORPORATE SEAL)


STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31st day of ^{DECEMBER, 2004,} ~~January, 2005~~, by J. THOMAS DODSON, as President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

D M Folino
(Sign on this line.)
D M FOLINO
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: DD 284715
EXPIRATION DATE: 3/18/07

(SEAL)

 D M Folino
My Commission DD284715
Expires March 18, 2007

WITNESSES:

D M Folino
(Sign on this line.)
D M FOLINO
(Print name legibly on this line.)

Sandra L. Powell
(Sign on this line.)
STANDRA L. Powell
(Print name legibly on this line.)

BARTRAM PARK OWNERS'
ASSOCIATION, INC.

By: *J. Thomas Dodson*
J. THOMAS DODSON,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31st day of ^{DECEMBER, 2004,} ~~January, 2005,~~ by J. THOMAS DODSON, as President of BARTRAM PARK OWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, on behalf of the corporation not for profit, who is personally known to me or has produced _____ as identification.

D M Folino
(Sign on this line.)
D M FOLINO
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: DD 284715
EXPIRATION DATE: 3/18/07

(SEAL)



D M Folino
My Commission DD284715
Expires March 18, 2007

EXHIBIT "A"Legal Description of Additional Property

A PORTION OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, AND A PORTION OF SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ALL IN DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF SAID TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 45°25'26" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID BARTRAM PARK UNIT ONE, A DISTANCE OF 168.00 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY, SAID POINT ALSO BEING THE MOST SOUTHERLY POINT OF SAID BARTRAM PARK UNIT ONE, SAID POINT ALSO LYING ON THE NORTHERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS 9976, PAGE 2279, OF SAID CURRENT PUBLIC RECORDS, SAID COUNTY; THENCE SOUTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY, AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES: COURSE NO. 1: SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 138.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°34'02" EAST, 138.11 FEET; COURSE 2: SOUTH 30°57'35" WEST, A DISTANCE OF 841.89 FEET; COURSE 3: SOUTH 19°10'13" EAST, A DISTANCE OF 199.99 FEET; COURSE 4: SOUTH 58°20'42" EAST, A DISTANCE OF 423.83 FEET; COURSE 5: SOUTH 63°31'50" EAST, A DISTANCE OF 1846.46 FEET; COURSE 6: SOUTH 10°09'51" WEST, A DISTANCE OF 591.84 FEET; COURSE 7: SOUTH 79°50'09" EAST, A DISTANCE OF 80.00 FEET; COURSE 8: NORTH 10°09'51" EAST, A DISTANCE OF 628.72 FEET; COURSE 9: NORTH 32°45'49" EAST, A DISTANCE OF 110.73 FEET; COURSE 10: NORTH 59°52'58" EAST, A DISTANCE OF 157.63 FEET; COURSE 11: SOUTH 80°36'18" EAST, A DISTANCE OF 133.15 FEET; COURSE 12: NORTH 58°15'19" EAST, A DISTANCE OF 1118.00 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE 13: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 431.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°53'55" EAST, 427.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 14: SOUTH 27°19'39" EAST, A DISTANCE OF 606.82 FEET; COURSE 15: SOUTH 71°06'50" WEST, A DISTANCE OF 434.16 FEET; COURSE 16: SOUTH 64°46'42" WEST, A DISTANCE OF 606.01 FEET; COURSE 17: SOUTH 17°08'14" EAST, A DISTANCE OF 837.52 FEET; COURSE 18: SOUTH 84°47'20" EAST, A DISTANCE OF 123.17 FEET; COURSE 19: SOUTH 15°58'12" EAST, A DISTANCE OF 200.00 FEET; COURSE 20: NORTH 74°01'48" EAST, A DISTANCE OF 80.00 FEET; COURSE 21: NORTH 15°58'12" WEST, A DISTANCE OF 231.00 FEET; COURSE 22: NORTH 52°50'57" EAST, A DISTANCE OF 615.08 FEET; COURSE 23: NORTH 10°08'02" EAST, A DISTANCE OF 335.05 FEET; COURSE 24: NORTH 29°31'35" EAST, A DISTANCE OF 110.11 FEET; COURSE 25: NORTH 58°03'59" EAST, A DISTANCE OF 106.66 FEET; THENCE NORTH 40°33'30" EAST, A DISTANCE OF 159.85 FEET TO THE AFORESAID NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9976, PAGE 2279, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTHEASTERLY, NORTHWESTERLY AND SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWENTY-TWO, (22) COURSES AND DISTANCES: COURSE 1: NORTH 56°25'45" EAST, A DISTANCE OF 109.26 FEET; COURSE 2: NORTH 39°27'33" EAST, A DISTANCE OF 126.73 FEET; COURSE 3: NORTH 35°46'47" EAST, A DISTANCE OF 101.76 FEET; COURSE 4: NORTH 58°00'37" EAST, A DISTANCE OF 96.83 FEET; COURSE 5: NORTH 55°31'45" EAST, A DISTANCE OF 97.27 FEET; COURSE 6: NORTH 42°33'10" EAST, A DISTANCE OF 93.57 FEET; COURSE 7: NORTH

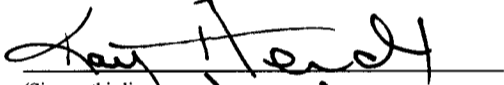
15°36'46" EAST, A DISTANCE OF 68.16 FEET; COURSE 8: NORTH 26°53'23" EAST, A DISTANCE OF 98.01 FEET; COURSE 9: NORTH 04°51'56" EAST, A DISTANCE OF 120.91 FEET; COURSE 10: NORTH 04°51'56" EAST, A DISTANCE OF 37.72 FEET; COURSE 11: NORTH 07°19'19" EAST, A DISTANCE OF 120.63 FEET; COURSE 12: NORTH 08°02'11" EAST, A DISTANCE OF 134.88 FEET; COURSE 13: NORTH 11°26'11" WEST, A DISTANCE OF 72.91 FEET; COURSE 14: NORTH 57°16'15" WEST, A DISTANCE OF 45.59 FEET; COURSE 15: NORTH 34°46'30" EAST, A DISTANCE OF 70.12 FEET; COURSE 16: NORTH 54°42'12" EAST, A DISTANCE OF 65.07 FEET; COURSE 17: SOUTH 87°12'58" EAST, A DISTANCE OF 33.86 FEET; COURSE 18: NORTH 39°02'51" EAST, A DISTANCE OF 100.90 FEET; COURSE 19: NORTH 69°47'15" EAST, A DISTANCE OF 89.33 FEET; COURSE 20: NORTH 50°10'30" EAST, A DISTANCE OF 54.70 FEET; COURSE 21: NORTH 25°35'54" EAST, A DISTANCE OF 67.51 FEET; COURSE 22: NORTH 31°47'36" EAST, A DISTANCE OF 36.83 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, (A 300.00 FOOT RIGHT OF WAY AS PER FLORIDA STATE ROAD RIGHT OF WAY MAP SECTION 72280-2403); THENCE NORTH 40°25'29" WEST, ALONG LAST SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 2753.72 FEET TO THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10742, PAGE 1250, SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 65°16'39" WEST, ALONG LAST SAID LINE, A DISTANCE OF 92.50 FEET; THENCE SOUTH 68°03'38" WEST, ALONG LAST SAID LINE A DISTANCE OF 132.97 FEET; THENCE SOUTH 43°05'04" WEST, ALONG LAST SAID LINE AND ALONG THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8041, PAGE 1166, SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 137.61 FEET; THENCE SOUTHWESTERLY AND SOUTHEASTERLY, ALONG SAID SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8041, PAGE 1166, SAID CURRENT PUBLIC RECORDS, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 54°14'33" WEST, A DISTANCE OF 111.54 FEET; COURSE NO. 2: SOUTH 63°33'20" WEST, A DISTANCE OF 57.02 FEET; COURSE NO. 3: SOUTH 04°35'43" WEST, A DISTANCE OF 87.93 FEET; COURSE NO. 4: SOUTH 29°29'56" EAST, A DISTANCE OF 43.97 FEET; COURSE NO. 5: SOUTH 43°11'33" EAST, A DISTANCE OF 45.55 FEET; COURSE NO. 6: SOUTH 29°39'20" EAST, A DISTANCE OF 43.29 FEET; COURSE NO. 7: SOUTH 03°57'28" EAST, A DISTANCE OF 46.63 FEET; COURSE NO. 8: SOUTH 89°17'26" WEST, A DISTANCE OF 1431.86 FEET TO THE EAST BOUNDARY OF A 150.00 FOOT WIDE JEA RIGHT OF WAY, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2207, PAGE 108 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 01°06'12" EAST, ALONG LAST SAID LINE, A DISTANCE OF 2173.24 FEET TO THE SOUTH BOUNDARY OF LAST SAID RIGHT OF WAY; THENCE NORTH 88°12'39" WEST, ALONG SAID LINE A DISTANCE OF 150.19 FEET TO THE WEST BOUNDARY OF LAST SAID RIGHT OF WAY, SAID LINE ALSO BEING THE EAST LINE OF SAID SECTION 30; THENCE NORTH 01°06'12" WEST, ALONG SAID LINE A DISTANCE OF 2439.96 FEET TO THE SOUTHERLY BOUNDARY OF SAID BARTRAM PARK UNIT ONE; THENCE SOUTHWESTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 80°30'01" WEST, 77.40 FEET; COURSE NO. 2: SOUTH 46°45'12" WEST, 87.30 FEET; COURSE NO. 3: SOUTH 56°23'29" WEST, 72.90 FEET; COURSE NO. 4: SOUTH 64°50'46" WEST, 206.23 FEET; COURSE NO. 5: SOUTH 51°57'49" WEST, 180.06 FEET; COURSE NO. 6: SOUTH 18°51'38" WEST, 136.24 FEET; COURSE NO. 7: SOUTH 26°28'19" WEST, 132.71 FEET; COURSE NO. 8: NORTH 75°33'54" WEST, 97.11 FEET; COURSE NO. 9: SOUTH 69°24'53" WEST, 106.32 FEET; COURSE NO. 10: SOUTH 33°27'58" WEST, 87.59 FEET; COURSE NO. 11: SOUTH 26°26'03" WEST, 71.71 FEET; COURSE NO. 12: SOUTH 11°59'47" WEST, 57.29 FEET; COURSE NO. 13: SOUTH 75°04'49" WEST, 27.43 FEET; COURSE NO. 14: SOUTH 53°03'11" WEST, 30.33 FEET TO THE POINT OF BEGINNING.

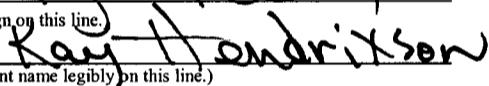
CONSENT AND JOINDER OF MORTGAGEE

BANKATLANTIC, with its principal place of business at (and the mailing address of which is) 1750 East Sunrise Boulevard, Second Floor, Fort Lauderdale, Florida 33304 (“BankAtlantic”), being the owner and holder of that certain Mortgage Deed and Security Agreement given by WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, (“Winslow Farms”) to BankAtlantic dated July 28, 2004, and recorded August 2, 2004, in Official Records Book 11963, at page 63, of the public records of Duval County, Florida, as amended by that certain Notice of Future Advance, Note Consolidation, and Mortgage Modification Agreement by and among BankAtlantic, Winslow Farms, J. Thomas Dodson, Fred B. Bullard, Jr., Van L. McNeel, Winslow Farms, Inc., and McNeel Capital, LLLP, dated October 7, 2004, and recorded October 15, 2004, in Official Records Book 12098, at page 239, of the public records of Duval County, Florida, (collectively, the “Mortgage”), which Mortgage encumbers all or part of the real property in Duval County, Florida, described in that certain Second Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 2 given by Bartram Park, Ltd., Bartram Investments, LLC, Winslow Farms, Ltd., and Bartram Park Owners’ Association dated January 5, 2005, ~~and recorded January xxxxxxxx, 2005, in Official Records Book xxxxxxxx, at page xxxxxxxx~~ of the public records of Duval County, Florida, (the “Supplementary Declaration”), hereby consents to the execution, delivery, and recordation of the Supplementary Declaration and subordinates the lien and operation of the Mortgage to the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 6th day of January, 2005.

WITNESSES:



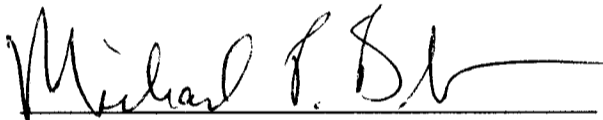
(Sign on this line.)


(Print name legibly on this line.)

(Sign on this line.)

(Print name legibly on this line.)

BANKATLANTIC

By: 

MICHAEL P. BLEVINS,
its Senior Vice President

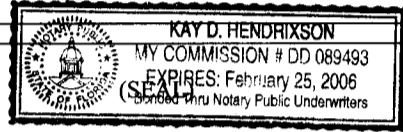
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 6th day of January, 2005, by MICHAEL P. BLEVINS, as Senior Vice President of BANKATLANTIC, on behalf of the bank, who is personally known to me or has shown _____ as identification.

Kay D. Hendrixson
(Sign on this line.)
Kay D. Hendrixson
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.:
EXPIRATION DATE:



Recording: \$ 95-
Doc. stamps: -
Int. tax: -
TOTAL: \$ 95-

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire
Florida Bar No.: 0350591
CARLTON FIELDS, P.A.
Bank of America Tower
200 Central Avenue, Suite 2300
Post Office Box 2861
St. Petersburg, Florida 33731-2861
(727) 821-7000
(727) 822-3768 (Facsimile)
jgiles@carltonfields.com

**SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR BARTRAM PARK PHASE 3**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR BARTRAM PARK PHASE 3 (this "Supplement") made this 27th day of December, 2004, by BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Bartram Ltd."); BARTRAM INVESTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Bartram Investments"); WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Winslow"); and BARTRAM PARK OWNERS' ASSOCIATION, INC., a corporation not-for-profit organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, (the "Association"), is made with reference to the following facts:

(A) Bartram Ltd., with the consent and joinder of FLAGLER DEVELOPMENT COMPANY, which was formerly known as GRAN CENTRAL CORPORATION, a corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, ("Flagler"), made that certain Declaration of Covenants and Restrictions for Bartram Park dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, as amended by that certain First Supplement to Declaration of Covenants and Restrictions for Bartram Park by and among Bartram Ltd., Bartram Investments, Flagler, and the Association dated October 31, 2001, and recorded November 15, 2001, in Official Records Book 10227, at page 901, of the

public records of Duval County, Florida (collectively, the "Declaration") with respect to the real property in Duval County, Florida, described therein (the "Property");

(B) Bartram Ltd. subsequently conveyed certain portions of the Property to Bartram Investments;

(C) Bartram Ltd. subsequently partially assigned to Flagler the rights of the "Developer" (as defined in the Declaration) (the "Developer") under the Partial Assignment of Developer's Rights under Declaration of Covenants and Restrictions for Bartram Park by and between Bartram Ltd., and Flagler dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 192, of the public records of Duval County, Florida;

(D) Bartram Ltd. subsequently assigned the remainder of the rights of the Developer to Bartram Investments under the Assignment and Assumption of Developer's Rights under Declaration of Covenants and Restrictions for Bartram Park by and between Bartram Ltd. and Bartram Investments dated October 31, 2001, and recorded November 15, 2001, in Official Records Book 10227, at page 882, of the public records of Duval County, Florida;

(E) Article III, Section 3.2 of the Declaration provides that Declarant shall have the right, but not the obligation, to subject "additional land" to this Declaration from time to time on the terms and conditions set forth therein;

(F) Article III, Section 3.2, of the Declaration contemplates that any such annexation of additional land may be accomplished by recording a supplement to the Declaration, executed by the Declarant and the owner of the additional land (Winslow), among the public records of Duval County, Florida; and

(G) Winslow owns and desires to annex the additional land described in Exhibit "A," which is attached hereto and, by this reference, made a part hereof (the "First Annexed Property") to the provisions of the Declaration on the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and agreements hereinafter set forth, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. The foregoing recitals of fact are true and correct and, by this reference, are hereby fully incorporated herein.

2. Except as otherwise specifically defined herein, all terms used in this Supplement are used as defined in the Declaration and shall have the same meaning as in the Declaration.

3. Except as expressly provided herein, the First Annexed Property is hereby made subject to the provisions of the Declaration. The defined term "Property," as contained in the Declaration, is hereby amended to include the First Annexed Property for all purposes of the Declaration and this Supplement.

4. Winslow may retain title to any Common Property within the First Annexed Property until such time as it has completed all improvements thereto. Upon such completion, Winslow may convey any Common Property within the First Annexed Property to the Association.

5. As to the First Annexed Property, Section 4.4 of the Declaration is hereby amended in its entirety to read as follows:

“Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. All landscaped areas within the Common Area shall be maintained at regular intervals in accordance with good property management practices and in a manner consistent with a first-class office, industrial and service park; provided, however, that the Owner of each Building Site abutting the Common Area or its respective Subassociation shall maintain such landscaping to the outer edge of the sidewalks on those portions of the Common Area abutting such Building Sites, as the case may be. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers (“ACOE”), Florida Department of Environmental Protection (“FDEP”), St. Johns River Water Management District (“SJRWMD”), and Duval County, Florida, and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the

SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.”

6. As to the First Annexed Property, the following new Section 5.7 is hereby added to the Declaration:

“**Section 5.7 Signs.** “For Rent” signs, “For Sale” signs and the like shall be standardized by the DRC. Any such signs erected on the Building Sites shall be erected only in accordance with the standards promulgated by the DRC and only upon the Building Sites and not in or on the Common Areas.”

7. As to the First Annexed Property and subject to the further approval of Bartram Investments, Section 6.3 of the Declaration is hereby amended in its entirety to read as follows:

“**Section 6.3 Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each annual budget through December 31, 2005, shall be promulgated by the Developer. Thereafter, each annual budget shall be promulgated by the Board of Directors. Each Owner’s pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

“(a) Owners of Building Sites shall pay a pro rata share of annual and special assessments based upon the respective acreages of the Building Sites. From and after December 31, 2005, annual assessments shall be subject to the following limitations:

(i) Annual assessments may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount, such annual increases to be cumulative and self-operative; and

(ii) Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount may be increased above the ten percent (10%) limitation set forth in subsection 6.3(a)(i).

The total amount of each annual and special assessment shall be prorated based on the total acreage of each Building Site as of the date of

authorization of such annual or special assessment by the Board of Directors.

“(b) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

“(c) Assessments payable by Owners who are members of a Subassociation shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners who are not members of a Subassociation shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association’s right to directly enforce each Owner’s individual obligation to pay assessments to the Association pursuant to this Declaration.”

8. As to the First Annexed Property, Section 11.8 of the Declaration is hereby amended in its entirety to read as follows:

Section 11.8 Assignment of Permit Responsibilities and Indemnification. In connection with the development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE Permit. Certain of those obligations have been or may be transferred to the Owners of the Building Sites pursuant to separate written agreements. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer’s remaining obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Further, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.”

9. Except as specifically amended by this Supplement, all of the remaining terms and provisions of the Declaration shall remain in full force and effect, are hereby ratified and confirmed, and, by this reference, are hereby fully incorporated into this Supplement as though set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

WITNESSES:

BARTRAM PARK, LTD.

By: BARTRAM TRADING COMPANY,
its sole General Partner

[Signature]
(Sign on this line.)
Michael Charles
(Print name legibly on this line.)

By: [Signature]
FRED B. BULLARD, JR.,
its Vice President

[Signature]
(Sign on this line.)
Fred Bullard Jr
(Print name legibly on this line.)

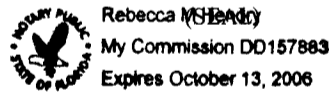
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of December, 2004, by FRED B. BULLARD, JR., as Vice President of BARTRAM TRADING COMPANY, a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

[Signature]
(Sign on this line.)
Rebecca M Hendry
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____



WITNESSES:

BARTRAM INVESTMENTS, LLC

[Signature]
(Sign on this line.)
Michael Charles
(Print name legibly on this line.)

By: BARTRAM INVESTMENTS, INC.,
its Manager

[Signature]
(Sign on this line.)
Fred Bullard
(Print name legibly on this line.)

By: [Signature]
FRED B. BULLARD, JR.,
Its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of December, 2004, by FRED B. BULLARD, JR., as Vice President of BARTRAM INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Florida, as the Manager of BARTRAM INVESTMENTS, LLC, a limited liability corporation organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited liability company, who is personally known to me or has produced _____ as identification.

[Signature]
(Sign on this line.)
Rebecca M Hendry
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)



Rebecca M Hendry
My Commission DD157883
Expires October 13, 2006

WITNESSES:

[Signature]
(Sign on this line.)
Michael Charles
(Print name legibly on this line.)

[Signature]
(Sign on this line.)
Fred Bullard
(Print name legibly on this line.)

WINSLOW FARMS, LTD.

By: WINSLOW FARMS, INC.,
its sole General Partner

By: *[Signature]*
FRED B. BULLARD, JR.,
its President

(CORPORATE SEAL)

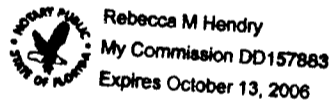
STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of December, 2004, by FRED B. BULLARD, JR., as Vice President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

[Signature]
(Sign on this line.)
Rebecca M Hendry
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)



WITNESSES:

[Signature]
(Sign on this line.)
Michael Charles
(Print name legibly on this line.)

[Signature]
(Sign on this line.)
Fred Bullard
(Print name legibly on this line.)

BARTRAM PARK OWNERS'
ASSOCIATION, INC.

By: [Signature]
FRED B. BULLARD, JR.,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of December, 2004, by FRED B. BULLARD, JR., as Vice President of BARTRAM PARK OWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, on behalf of the corporation not for profit, who is personally known to me or has produced _____ as identification.

[Signature]
(Sign on this line.)
Rebecca M Hendry
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

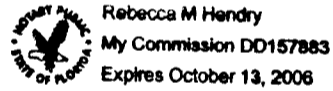


EXHIBIT "A"Legal Description of Additional Property

TRACT 19

A PORTION SECTIONS 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 27 EAST DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET TO THE POINT OF TANGENCY SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET TO THE POINT OF TANGENCY SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET TO THE POINT OF TANGENCY SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET TO THE POINT OF TANGENCY SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET TO THE POINT OF TANGENCY SAID CURVE; THENCE SOUTH 27°19'39" EAST 786.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 111.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°43'56" EAST, 111.06 FEET; THENCE SOUTH 40°33'31" WEST, 159.85 FEET TO THE NORTHEASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9976, PAGE 2279, ALSO BEING THE SOUTHWESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9977, PAGE 214, ALL OF SAID CURRENT PUBLIC RECORDS, AND THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING, ELEVEN (11) COURSES AND DISTANCES: COURSE NO. 1: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 417.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°20'12" EAST, 415.26 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: SOUTH 38°00'34" WEST, 141.86 FEET; COURSE NO. 3: SOUTH 01°53'32" WEST, 210.88 FEET; COURSE NO. 4: SOUTH 13°24'43" WEST, 308.28 FEET; COURSE NO. 5: SOUTH 81°38'21" WEST, 300.00 FEET; COURSE NO. 6: SOUTH 08°21'39" EAST, 80.00 FEET; COURSE NO. 7: NORTH 81°38'21" EAST, 300.00 FEET; COURSE NO. 8: SOUTH 08°21'39" EAST, 109.05 FEET; COURSE NO. 9: SOUTH 43°17'29" EAST, 302.20 FEET; COURSE NO.

10: NORTH 86°51'31" EAST, 100.00 FEET; COURSE NO. 11: SOUTH 67°47'52" EAST, 540.96 FEET; THENCE SOUTH 79°52'03" EAST, 77.32 FEET; THENCE SOUTH 83°28'47" EAST, 120.23 FEET; THENCE SOUTH 68°59'07" EAST, 78.23 FEET; THENCE NORTH 81°08'51" EAST, 76.24 FEET; THENCE SOUTH 74°17'00" EAST, 120.09 FEET; THENCE NORTH 84°18'27" EAST, 71.48 FEET; THENCE SOUTH 57°43'07" EAST, 110.99 FEET; THENCE SOUTH 73°11'47" EAST, 94.09 FEET; THENCE SOUTH 62°56'45" EAST, 101.80 FEET; THENCE NORTH 86°43'19" EAST, 21.91 FEET; THENCE SOUTH 51°23'38" EAST, 53.95 FEET; THENCE SOUTH 82°50'13" EAST, 60.57 FEET; THENCE SOUTH 51°15'16" EAST, 36.73 FEET; THENCE SOUTH 70°00'20" EAST, 46.77 FEET; THENCE SOUTH 62°03'19" EAST, 81.77 FEET; THENCE NORTH 49°01'04" EAST, 27.69 FEET; THENCE NORTH 82°16'42" EAST, 48.97 FEET; THENCE SOUTH 62°56'01" EAST, 54.01 FEET; THENCE SOUTH 70°29'53" EAST, 63.84 FEET; THENCE SOUTH 85°52'32" EAST, 38.60 FEET; THENCE SOUTH 51°27'27" EAST, 62.57 FEET; THENCE SOUTH 54°22'06" EAST, 39.71 FEET; THENCE SOUTH 39°13'23" EAST, 62.20 FEET; THENCE SOUTH 43°01'27" EAST, 54.34 FEET; THENCE SOUTH 48°37'59" EAST, 48.29 FEET; THENCE SOUTH 64°17'36" EAST, 69.99 FEET; THENCE SOUTH 53°42'33" EAST, 76.58 FEET; THENCE SOUTH 51°19'59" EAST, 47.65 FEET; THENCE SOUTH 74°22'30" EAST, 57.62 FEET; THENCE SOUTH 66°43'00" EAST, 53.11 FEET; THENCE SOUTH 82°06'01" EAST, 29.12 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 81.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°09'17" WEST, 81.90 FEET TO THE POINT OF TANGENCY SAID CURVE; THENCE NORTH 22°01'07" WEST, 561.79 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 455.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°07'06" WEST, 453.91 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°13'06" WEST, 339.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 1160.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°23'05" WEST, 1129.07 FEET, TO THE POINT TANGENCY OF SAID CURVE; THENCE NORTH 86°33'04" WEST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 522.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°30'32" WEST, 516.81 FEET; THENCE SOUTH 38°00'34" WEST, 25.16 FEET TO THE POINT OF BEGINNING.

Recording: \$37.50
Doc. stamps:
Int. tax:
TOTAL: \$37.50

Book 10227 Page 901

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

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(727) 822-3768 (Facsimile)
jgiles@carltonfields.com

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Book: 10227
Pages: 901 -- 908
Filed & Recorded
11/15/2001 07:26:05 AM
JIM FILLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 4.50
RECORDING \$ 33.00

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BARTRAM PARK**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BARTRAM PARK (this "Amendment") is made and entered into this 31st day of October, 2001, by and among BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, ("Bartram Park"); BARTRAM INVESTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, ("Bartram Investments"); FLAGLER DEVELOPMENT COMPANY, which was formerly known as GRAN CENTRAL CORPORATION, a corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, ("Flagler"); and BARTRAM PARK OWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, (the "Association") and is made with reference to the following facts:

(A) Bartram Park, with the consent and joinder of Flagler, made that certain Declaration of Covenants and Restrictions for Bartram Park dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, (the "Declaration") with respect to the real property in Duval County, Florida, described therein (the "Property");

(B) Consistent with the Declaration, Bartram Park and Flagler made and entered into that certain Partial Assignment of Developer's Rights under Declaration of Covenants and

8
37.50

Restrictions for Bartram Park between them dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 192, of the public records of Duval County, Florida, (the "Flagler Assignment").

(C) Bartram Park and Flagler had previously made and entered into that certain Option Agreement (Interchange Parcel and Access Parcel) between them dated July 14, 2000, as amended by that certain First Amendment to Option Agreement between them dated April 26, 2001, as further amended by that certain Second Amendment to Option Agreement between Bartram Investments and Flagler dated September 28, 2001, and as further amended by that certain Third Amendment to Option Agreement between Bartram Investments and Flagler dated October 16, 2001, (collectively, the "Option Agreement") with respect to a certain portion of the Property described therein (the "Optioned Property");

(D) By the Option Agreement, Bartram Park granted to Flagler options to purchase certain portions of the Optioned Property, including the real property described in Exhibit "A" to this Amendment, which is attached hereto and, by this reference, made a part hereof, (the "Interchange Parcel");

(E) Bartram Park subsequently conveyed certain portions of the Property, including the Interchange Parcel, to Bartram Investments, subject to the Option Agreement, as then amended, which was assumed by Bartram Investments;

(F) Bartram Park also subsequently specifically assigned to Bartram Investments all of the rights of the "Developer" (as defined in the Declaration) (the "Developer") under the Declaration, subject to the Flagler Assignment (a partial assignment), and, by virtue of the assignment to Bartram Investments, Bartram Investments is the Developer under the Declaration;

(G) Bartram Investments and Flagler now own all of the Property and, by virtue thereof, are the "Owners" (as defined and/or used in the Declaration) holding two-thirds (2/3rds) or more of the total votes of the Association and, under Section 11.7 of the Declaration, have the right to alter or amend the Declaration, with the consent and joinder of the Developer (Bartram Investments); and

(H) Bartram Park, Bartram Investments, and Flagler desire to amend the Declaration, to remove the Interchange Parcel from the operation of the Declaration, so as to remove the Declaration as an encumbrance on the title to the Interchange Parcel and to make certain other alterations or amendments to the Declaration.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and agreements hereinafter set forth, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. The foregoing recitals of fact are true and correct and, by this reference, are hereby fully incorporated herein.

2. Except as otherwise specifically defined herein, all terms used in this Amendment are used as defined in the Declaration and shall have the same meaning as in the Declaration.

3. The description of the Property, as set forth in Exhibit "A" to the Declaration, is hereby amended to remove the Interchange Parcel, as described in Exhibit "A" to this Amendment.

4. Except as specifically amended by this Amendment, all of the remaining terms and provisions of the Declaration shall remain in full force and effect, are hereby ratified and confirmed, and, by this reference, are hereby fully incorporated into this Amendment as though set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

WITNESSES:

BARTRAM PARK, LTD.

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

By: BARTRAM TRADING COMPANY,
its sole General Partner

Karon P. Sherington
(Sign on this line.)
Karon P. Sherington
(Print name legibly on this line.)

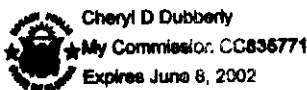
By: [Signature]
J. THOMAS DODSON, JR.,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 18th day of October, 2001, by J. THOMAS DODSON, JR., as President of BARTRAM TRADING COMPANY, a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

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



NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

WITNESSES:

BARTRAM INVESTMENTS, LLC

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

By: BARTRAM INVESTMENTS, INC.,
its Manager

Karon P. Sherrington
(Sign on this line.)
Karon P. Sherrington
(Print name legibly on this line.)

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

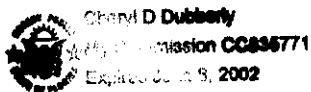
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

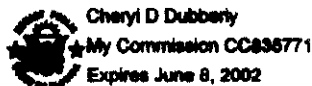
The foregoing instrument was acknowledged before me this 18th day of October, 2001, by J. THOMAS DODSON, JR., as President of BARTRAM INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Florida, as the Manager of BARTRAM INVESTMENTS, LLC, a limited liability corporation organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited liability company, who is personally known to me or has produced _____ as identification.

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

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____



(SEAL)



WITNESSES:

Cynthia M. Gaines
(Sign on this line.)
Cynthia M. Gaines
(Print name legibly on this line.)

Tracy L Mickey
(Sign on this line.)
Tracy L. Mickey
(Print name legibly on this line.)

FLAGLER DEVELOPMENT COMPANY,
f/k/a GRAN CENTRAL CORPORATION

By: [Signature]
KEITH A. TICKELL,
its Senior Vice President and Chief Financial
Officer

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31st day of October, 2001, by KEITH A. TICKELL, as Senior Vice President and Chief Financial Officer of FLAGLER DEVELOPMENT COMPANY, a corporation organized and existing under the laws of the State of Florida, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Tracy L Mickey
(Sign on this line.)
Tracy L. Mickey
(Print name legibly on this line.)



Tracy L. Mickey
Commission # CC 938253
Expires May 18, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC, State of Florida
COMMISSION NO.: CC 938253
EXPIRATION DATE: 5/18/04

(SEAL)

WITNESSES:

BARTRAM PARK OWNERS'
ASSOCIATION, INC.

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

By: [Signature]
J. THOMAS DODSON, JR.
its President

(CORPORATE SEAL)

Karon P. Sherington
(Sign on this line.)
Karon P. Sherington
(Print name legibly on this line.)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 18th day of October, 2001, by J. THOMAS DODSON, JR., as President of BARTRAM PARK OWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, on behalf of the corporation not for profit, who is personally known to me or has produced _____ as identification.

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

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

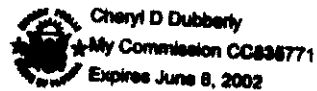


EXHIBIT "A"

PARCEL B

A PART OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT COMMON CORNER TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'54''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1968.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH $68^{\circ}44'07''$ WEST LEAVING SAID SECTION LINE, A DISTANCE OF 774.88 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 492.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 624.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $32^{\circ}23'38''$ WEST AND A CHORD DISTANCE OF 583.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $03^{\circ}56'51''$ EAST, A DISTANCE OF 170.13 FEET; THENCE NORTH $39^{\circ}44'03''$ WEST, A DISTANCE OF 72.32 FEET TO A POINT IN THE EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE OF OLD ST. AUGUSTINE ROAD (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH $83^{\circ}24'56''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OLD ST. AUGUSTINE ROAD, A DISTANCE OF 525.89 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 67.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE OF OLD ST. AUGUSTINE ROAD TO THE EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9, A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED A CHORD BEARING OF SOUTH $60^{\circ}45'26''$ EAST AND A CHORD DISTANCE OF 51.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11,675.16 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 470.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $39^{\circ}15'10''$ EAST AND A CHORD DISTANCE OF 470.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $40^{\circ}24'24''$ EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 308.55 FEET TO A POINT IN AFORESAID EASTERLY LINE OF SAID SECTION 24; THENCE SOUTH $00^{\circ}43'54''$ EAST CONTINUING ALONG SAID EASTERLY LINE OF SECTION 24, A DISTANCE OF 314.16 FEET TO THE POINT OF BEGINNING.

Recording: \$168.00
 Doc. stamps: —
 Int. tax: —
 TOTAL: \$168.00

Book 9977 Page 155

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

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 jgiles@carltonfields.com

Doc# 2001106285
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 JIM FULLER
 CLERK CIRCUIT COURT
 DUVAL COUNTY
 TRUST FUND \$ 19.00
 RECORDING \$ 149.00

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

BARTRAM PARK

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FOR
BARTRAM PARK**

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
BARTRAM PARK

THIS DECLARATION is made this ____ day of _____, 2001, by **BARTRAM PARK, LTD.**, a Florida limited partnership (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer and others, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I - MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 Mutuality. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II - DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 Association. Bartram Park Owners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

Section 2.2 Board. The Board of Directors of the Association.

Section 2.3 Building Site. Each separate parcel of land within the Property which is hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements designed for commercial use. No Building Site shall include any portion of the Common Area owned in fee simple by the Association.

Section 2.4 Common Area. All real property (including easements, licenses and rights to use real property), fixtures and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.4, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Area initially designated by the Developer is more particularly described on Exhibit D attached hereto and made a part hereof.

Section 2.5 Developer. Bartram Park, Ltd. and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Bartram Park, Ltd. as the Developer of the Property is not intended and shall not be construed, to impose upon Bartram Park any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Building Sites or parcels within the Property from Bartram Park, Ltd. and develop and resell the same.

Section 2.6 DRI. That certain Development of Regional Impact Order No.2000-451-E approved by the City of Jacksonville, Florida as the same may be amended from time to time.

Section 2.7 Hotel. Any proposed or completed improvements located within the Property intended and designed for use as a transient lodging facility, including without limitation, any hotel, motel, timeshare condominium or similar facility.

Section 2.8 Multi-family Improvements. Any proposed or completed improvements located within the Property intended and designed for use as two or more attached residential dwelling units, including without limitation, any condominium units (other than timeshare condominium units), townhomes, apartment units, cooperative apartments, or duplex units, regardless of whether such Multi-family Improvements shall be owned individually or collectively by one or more Owners.

Section 2.9 Owner. The record owner or owners of any Building Site.

Section 2.10 Property. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.11 PUD. Planned Unit Development Ordinance Number 2000-451-E as enacted by the City of Jacksonville, Florida, as the same may be amended from time to time.

Section 2.12 Subassociation. Any residential or commercial property owners or condominium association formed as a Florida non-profit corporation whose members are comprised of Owners, except that the Association shall not be considered a subassociation for purposes of this Declaration.

Section 2.13 Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property 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 from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

ARTICLE III - PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS

Section 3.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Building Site, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 Additional Lands. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VI of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

ARTICLE IV - COMMON AREA RIGHTS

Section 4.1 Conveyance of Common Area. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Developer shall no longer own any Building Site and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds

conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 Owners' Easement of Enjoyment. Each Owner shall have a nonexclusive, perpetual right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (b) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the DRI and the PUD;
- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (d) The right of the Association to charge reasonable admission charges for the use of specific portions of the Common Area by Owners and other parties;
- (e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;
- (f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Building Site, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the

event such withdrawal of Common Area shall materially and adversely affect any Building Site, or materially and adversely affect access, visibility, or drainage to or from any Building Site, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Building Site, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.4 hereof, or subsequently designated as such by the Developer pursuant to Section 2.4 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. All landscaped areas within the Common Area shall be maintained at regular intervals in accordance with good property management practices and in a manner consistent with a first class office, industrial and service park. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and Duval County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by

the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 4.5 Easement for Maintenance Purposes. The Developer hereby reserves to itself and grants to the Association and its successors, assigns, agents, and contractors, a perpetual, non-exclusive easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V - ARCHITECTURAL CONTROL

Section 5.1 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, sign, screen enclosure, utility line, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Building Site, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with specific development guidelines and review procedures which may be imposed from time to time by the Developer or the Design Review Committee ("DRC") described in Section 5.2 (the "Development Guidelines"). It shall be the burden of each Owner to supply three (3) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer may at any time assign the rights reserved by this Section 5.2 to the DRC.

Section 5.2 Design Review Committee. The DRC shall consist of three (3) or five (5) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the DRC until such time as the Developer shall assign such right to the Association. Thereafter, the DRC shall be appointed by and serve at the pleasure of the Board of Directors of the Association. A majority of the DRC shall constitute a quorum to transact business at any meeting of the DRC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the DRC. Any vacancy occurring on the DRC

because of death, resignation, or other termination of service of any member thereof shall be filled by the Developer, or following the assignment to the Association described above, by the Board of Directors.

Section 5.3 Powers and Duties of the DRC. The DRC shall have the following powers and duties:

5.3.1 To require submission to the DRC of two (2) complete sets of all preliminary and final plans and specifications for any improvement or structure of any kind requiring review and approval of the DRC pursuant to this Article V. The DRC may also require submission of samples of building materials, tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the DRC to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Development Guidelines.

5.3.2 To adopt and modify from time to time, the Development Guidelines.

5.3.3 To approve or disapprove in accordance with the provisions of this Article V, any improvements or structures of any kind, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the DRC may, but need not be, evidenced by a certificate in recordable form executed by the authorized representative of the DRC, or by a stamp or other evidence of approval affixed to the approved plans and specifications.

5.3.4 To adopt a schedule of reasonable fees and security deposits for processing requests for DRC approval of proposed improvements and for securing the performance of all construction in accordance with approved plans and specifications. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the DRC.

Section 5.4 Compensation of DRC. The Developer or the Board may, at their option, pay reasonable compensation to any or all members of the DRC.

Section 5.5 Variance. The DRC, acting in its sole discretion, may authorize variances from compliance with any architectural provisions of this Declaration or applicable Design Guidelines when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require or justify same. Such a variance must be evidenced by a document signed by an authorized representative of the DRC. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Site and particular provisions of this Declaration or applicable Design Guidelines covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations,

including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 5.6 Limited Liability. Neither Developer, the Association, the DRC, nor their respective successors, assigns, agents or employees (together, the "Approving Parties") shall be liable to anyone submitting plans for approval, or to any Owner or tenant, by reason of any mistake in judgment, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans, or the enforcement or failure to enforce any provision of this Declaration. Every Owner and tenant waives and releases the right to bring any action, proceeding or suit against the Approving Parties. Where plans are submitted to the Approving Parties (including any change or modification thereto), if such plans are approved, such approval shall be deemed to be strictly limited to an acknowledgment of consent by the Approving Parties to the improvements described by such plans being constructed in accordance therewith, and shall not, in any way, be deemed to imply any warranty or representation by the Approving Parties that such improvements, if so constructed, will be structurally sound, will meet any applicable requirements of any code or regulation, or will be fit for any particular purpose. Any Owner, tenant or other person or entity who submits such plans shall indemnify and hold harmless the Approving Parties from all damage, loss or prejudice suffered or claimed by any third party on account of: (i) any defects in any plans submitted, revised or approved, or any structural or other defects in any work done according to such plans; (ii) the approval or disapproval of any plans, whether or not defective; (iii) the construction or performance of any work, whether or not pursuant to approved plans; or (iv) the development of any Building Site or other area within the Property.

ARTICLE VI - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Building Site within the Property hereby covenants, and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 Purpose of Assessments.

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred

maintenance of, or non-recurring expenses related to, the Common Area, including the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by specific permits issued by the SJRWMD, as the same may be amended from time to time (the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

(b) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 6.3 hereof.

Section 6.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Building Sites shall pay a prorata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, Two Hundred and No/100 Dollars (\$200.00) per Assessment Equivalent. From and after December 31, 2001, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent. Further, by a vote of not less than One Hundred Percent (100%) of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 6.3. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this Declaration shall be allocated among the Owners as follows:

(i) The Owners of Building Sites upon which Hotels are located or to be located shall pay annual and special assessments based upon one (1) Assessment Equivalent for every twenty (20) guest rooms located therein, rounded to the nearest whole number of Assessment Equivalents.

(ii) The Owners of Building Sites upon which Multi-family Improvements are located or to be located shall pay annual and special assessments based upon one (1) Assessment Equivalent for every ten (10) dwelling units located therein, rounded to the nearest whole number of Assessment Equivalents.

(iii) Owners of Building Sites upon which improvements other than Hotels or Multi-family Improvements are located or to be located shall pay annual and special assessments based upon one (1) Assessment Equivalent for each three thousand (3,000) square feet of heated and air conditioned space located within completed improvements constructed upon such Owners' Building Sites, rounded to the nearest three thousand (3,000) square feet. Building Sites with improvements located thereon or approved for construction which are comprised of less than three thousand (3,000) or less square feet of heated and air conditioned space shall be allocated one (1) Assessment Equivalent each.

(c) Prior to completion of improvements upon a Building Site, the assessments attributable to such Building Site shall be based upon the number of guest rooms, dwelling units, or heated and air conditioned square feet, as applicable, which are permitted by applicable zoning regulations and which have been assigned by the Developer to such Owner in writing. In the event that improvements are partially completed upon any Building Site, the assessments attributable to the completed improvements shall be computed in accordance with subparagraph (b) of this Section 6.3, and the assessments attributable to the improvements which have not yet been completed shall be computed in accordance with this subparagraph (c) of this Section 6.3. Once all improvements have been completed upon a Building Site, the assessments attributable to such Building Site shall be based upon the actual number of guest rooms, dwelling units or heated and air conditioned square feet, as applicable, which are located on such Building Site. For purposes of this Declaration, completion of improvements upon a Building Site shall be evidenced by the issuance of a Certificate of Occupancy, or similar final inspection approval, by the City of Jacksonville, Florida Building Department, or other governmental authority having jurisdiction for such improvements.

(d) Assessments payable by Owners who are members of a Subassociation, shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners who are not members of a Subassociation, shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association's right to directly enforce each Owner's individual obligation to pay assessments to the Association pursuant to this Declaration.

Section 6.4 Building Site Assessments. The Board of Directors may establish and levy annual and special assessments to fund specific maintenance, services or capital improvements authorized by the Board from time to time which shall benefit only specific Building Sites (the "Building Site Assessments"). The Building Site Assessments shall be levied against only those Building Sites that receive the benefit of such maintenance, services or capital improvements and shall be allocated among only the Owners of such Building Sites located within such portions of the Property, based upon the allocation established by Section 6.3 hereof. The identity of the

Building Sites that shall be deemed to receive the benefit of the Building Site Assessments authorized by this Section 6.4 shall be determined by the Board in its sole discretion.

Section 6.5 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of Duval County, Florida, a claim of lien stating the description of the Building Site encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 6.6 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Building Site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to a Building Site shall be added to the total budget for Common Expenses and shall be paid by all Owners including the mortgagee on a pro rata basis. No sale or other transfer shall relieve any Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 6.7 Developer's Assessments.

(a) Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Building Sites and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners

other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Building Site to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Building Sites owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Building Site within the Property.

(b) Notwithstanding any provision of this Declaration to the contrary, for any Building Sites that are owned by Flagler Development Company, a Florida corporation, or its successors or assigns (together, "Flagler"), until such time as improvements are completed upon each such Building Site, Flagler shall be obligated to pay Assessments equal to twenty-five percent (25%) of the amount specified by paragraph (a), (b) and (c) of this Section 6.3.

ARTICLE VII - UTILITY PROVISIONS

Section 7.1 Water System. The central water supply system provided for the service of the Property shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual water supply system or well for consumptive or irrigation purposes shall be permitted on any Building Site without the prior written consent of the Association.

Section 7.2 Sewage System. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 7.3 Utility Services. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner. All irrigation systems shall be connected with the master irrigation system which comprises a portion of the Common Area.

ARTICLE VIII - USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 8.1 Common DRI and PUD. Due to the integrated nature of the Property and the lands described in the DRI and the PUD, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the DRI and PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 8.2 Compliance with Laws. All Owners and other occupants of the Property shall at all times comply with the terms of the DRI and PUD, and all environmental, land use, construction and health ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property. The DRI and PUD generally limit uses within the Property to office, light industrial and retail uses and associated roads, rail facilities, drainage facilities and open-space areas.

Section 8.3 Platting and Additional Restrictions. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 8.4 Agricultural Uses. Nothing contained herein shall prohibit the Developer from using the Property, or any portion thereof owned by Developer, for any long term or interim agricultural, recreational, pasture land, wood lot, managed forest, conservation area or similar use or uses including, without limitation, any such uses or the like described under the provisions of Section 193.461, Florida Statutes, as amended, or any similar or subsequent "Green Belt" law that may be enacted and amended from time to time.

Section 8.5 Owners' Responsibilities. All Building Sites and improvements located thereon shall be maintained by their respective Owners in a manner consistent with the Development Guidelines, the general appearance of other portions of the Property and standards of maintenance consistent with a first class office, service and industrial park. The Owner of each Building Site shall at all times keep the exterior of all buildings and the grounds and landscaping on such Building Site in good order and condition and free of litter. Operations, maintenance and repair activities shall be conducted upon each Building Site in such a manner so as not to damage, injure, destroy or interfere with the operation and maintenance of the Common Area. Each Owner of each Building Site shall reimburse the Association for the cost of any repairs or replacements to the Common Area caused by such Owner or such Owner's tenants, agents, employees, contractors or invitees. If any Owner shall fail to adequately maintain such Owner's Building Site or any improvements located thereon, or shall fail to repair, correct or mitigate any damage to the Common Area within seven (7) days after receipt of written notice from the Association requiring that such action be taken, the Association shall be entitled to take such action at the Owner's

expense. Each Owner shall be personally liable to the Association for all direct or indirect costs incurred by the Association in the performance of such repairs or maintenance, the payment of which shall be secured by a lien upon such Owner's Building Site. Such lien shall be enforceable by the Association in the same manner as liens for assessments are enforced pursuant to Article VI of this Declaration.

Section 8.6 Nuisances and Other Impermissible Uses. No Building Site or any portion of the Property shall be used in a manner that would constitute a nuisance. A nuisance shall be defined to include the emanation of any objectionable noise or sound; vibration; electro-mechanical or electro-magnetic disturbance, field or radiation; smoke; infestation by rodents, insects, or microorganisms; the emission of noxious, hazardous, toxic or corrosive fumes, liquids, substances or materials; the emission of dust, dirt or fly ash; or the use, production, storage or handling of flammable or explosive materials or of controlled or regulated hazardous or toxic materials except in accordance with validly issued and existing governmental permits and regulations. Such usage may be objectionable if it so annoys or disturbs any Owner or tenant, or the owners or occupants of real property located adjacent to the Property, and obstructs or interferes with the reasonable or compatible use of any other Building Site or adjacent real property, or so as to render usage of any Building Site or any improvements thereon dangerous or damaging to persons or property or to cause usage of the Building Site or any improvement thereon to violate federal, state, county or municipal law. No Owner or tenant may use any Building Site or any portion of the Property in such a manner as to increase the fire insurance rating applicable to present or future improvements owned by other Owners or tenants.

Section 8.7 Subdivision. No Owner shall subdivide any Building Site without the prior written approval of the Developer which shall be granted or withheld in accordance with the provisions of Article V of this Declaration.

Section 8.8 Lakes. Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake located within or adjacent to the Property for the purpose of irrigation or other use. The Developer and the Association shall have the sole and absolute right to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake, except by the Developer, the Association or their respective employees, agents or independent contractors for the purposes of operation, repair or maintenance of such lakes. Lake and lake bank areas within the Common Area shall be maintained by the Association with sufficient grass, planting or other lateral support so as to control erosion of the embankment adjacent to such lakes. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Association in accordance with the standards described in Section 4.4 hereof. Title to any Building Site shall not include ownership of any riparian rights over any lake within the Property. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake within the Property. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons by the Developer.

Section 8.9 Reservation of Right to Release Restrictions. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 8.10 Easements for Ingress, Egress, Utilities and Drainage. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) a ten (10) foot wide area located along and parallel to each property line of each Building Site; and (iii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 8.11 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon any Building Site which are not located within the specific easement area designated on any plat or otherwise reserved in this Declaration.

Section 8.12 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 8.13 Cable Television, Radio or Other Communication Lines. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.13, the term "cables" shall include

without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 8.14 Easements for Maintenance Purposes. The Developer reserves for itself, the Association, and their respective agents, employees, successors and assigns, easements, in, on, over and upon each Building Site and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other Common Areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 8.15 Easement for Encroachments. The Developer reserves for itself, its successors, assigns and designees, an easement over each Building Site for the unintentional encroachment by improvements or structures constructed on adjoining Building Sites, provided however, the easement reserved hereby shall not extend more than five (5) feet into any Building Site. For purposes of determining whether or not a specific encroachment is unintentional, the determination of the Developer, in its sole discretion, shall be dispositive.

Section 8.16 Use of Name "Bartram Park". No Owner or occupant of any part of the Property shall use the name "Bartram Park" or any combination of name including the words "Bartram Park", with respect to or in the naming of any Owner or lessee of any part of a Building Site, or any project, complex, building, improvement, physical object, or business activity located or to be located within the Property, without the prior written consent of the Developer.

ARTICLE IX- NOTICE OF PERMIT REQUIREMENTS

Section 9.1 Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF CERTAIN PERMITS ISSUED BY THE ACOE AND BY THE SJRWMD (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE BUILDING SITE BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER

AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

ARTICLE X INSURANCE

Section 10.1 Common Area Insurance. The Developer or the Association shall obtain casualty insurance for all insurable improvements on or serving the Common Area, including personal property and fixtures, to the extent that the same are a part of or serve the Common Area, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost thereof. The Developer or the Association shall also obtain broad form public liability insurance covering the Common Area for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy or slander, which public liability policy shall afford coverage of at least \$1,000,000.00 for any single occurrence with respect to the hazards enumerated therein. All policies must provide that they may not be canceled or substantially modified by any party without at least 10 days prior written notice to the Developer and the Association. Premiums for all such insurance shall be common expenses paid for by the Association from funds raised by assessments. During such time as the Developer shall have the right to appoint all or a majority of the Association's Board of Directors, the Developer may provide part or all of such insurance through a bona fide program of self insurance and risk management.

Section 10.2 Damage and Destruction. Immediately after any damage or destruction by fire or other casualty to any part of the Common Area that is covered by insurance providing coverage to the Association or the Developer, the Association or the Developer, as the case may be, shall proceed with the filing and settlement of all claims arising under such insurance. In the event the insurance proceeds paid to the Association or to the Developer are not sufficient to defray the cost of such repair or reconstruction, the Board shall levy a special assessment against all Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. In the event of such damage or destruction, reconstruction or repair shall be commenced within 60 days of the casualty.

Section 10.3 Owner's Insurance. Each Owner shall obtain and maintain insurance, at its own expense, affording broad form public liability coverage and fire and extended casualty coverage for its Building Site and all improvements located thereon; provided, however, that no Owner shall maintain insurance coverage in any manner that decreases the amount that the Association or the Developer, on behalf of all Owners and their mortgagees, may realize under

any insurance policy that the Association or Developer may have in force with respect to the Common Area.

ARTICLE XI - GENERAL PROVISIONS

Section 11.1 Ground Leased Land. Where all or any part of a Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article VI shall attach only to the interest in the Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 11.1 shall be dispositive.

Section 11.2 Developer's Reserved Rights re: Easements. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 11.2 shall be dispositive for all purposes; provided nothing contained in this Section 11.2 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 11.3 Remedies for Violations.

11.3.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the 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 Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

Section 11.4 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 11.5 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 11.6 Titles. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 11.7 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Building Site or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Building Sites is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Duval County, Florida.

Section 11.8 Assignment of Permit Responsibilities and Indemnification. In connection with the development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the

ACOE Permit. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Further, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 11.9 Conflict or Ambiguity in Documents. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 11.10 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11.11 Effective Date. This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 11.12 Reservation of Names. Except for use by the Association as provided in this Declaration, the Developer reserves exclusively for itself and its own use the name "Bartram Park" and no Owner or tenant shall use such names in the name of, or as part of the operation of, any business conducted on or from any Building Site, building, or improvement within the Property, or on any sign, or in any advertising, except as expressly approved in writing by the Developer.

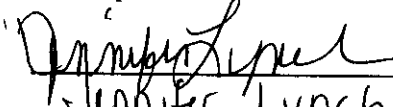
Section 11.13 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, THE DRC NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS, AS WELL AS DEVELOPED AND OCCUPIED AREAS, WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

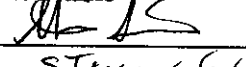
ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY BUILDING SITE OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 17 day of April, 2001.

Signed, sealed and delivered
in the presence of:


Jennifer Lynch

Print Name


Steven Greenhut

Print Name

BARTRAM PARK, LTD., a Florida limited partnership

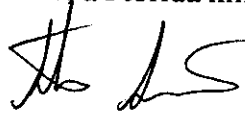
By: Bartram Trading Company, a Florida corporation, as its sole general partner

By: 
J. Thomas Dodson, Jr.
President

STATE OF FLORIDA)
)SS
COUNTY OF Duval)

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The foregoing instrument was acknowledged before me this 20th day of April, 2001, by J. Thomas Dodson, the President of Bartram Trading Company, a Florida corporation, as sole general partner of **BARTRAM PARK, LTD.**, a Florida limited partnership, on behalf of the partnership.



(Print Name STEVEN GREENHUT)

NOTARY PUBLIC, State of

Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____



CONSENT AND JOINDER TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BARTRAM PARK

FLAGLER DEVELOPMENT COMPANY, a Florida corporation does hereby consent to and join in the execution of the Declaration of Covenants Restrictions for Bartram Park ("Declaration") to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder does hereby agree that any real property owned by the undersigned that is within the lands described by Exhibit A attached to the Declaration, shall hereafter be subject to all terms and provisions of the Declaration.

Signed, Sealed and Delivered in the presence of:

FLAGLER DEVELOPMENT COMPANY, a Florida corporation

[Signature]
Print Name: KARL B. HANSON III

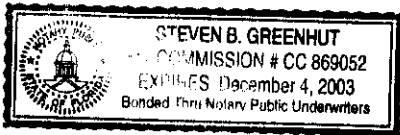
By: [Signature]
G. John Carey
President

[Signature]
Print Name: STEVEN GREENHUT

STATE OF Florida }
COUNTY OF Duval }SS

The foregoing instrument was acknowledged before me this 20th day of April, 2001, by G. John Carey, as President of FLAGLER DEVELOPMENT COMPANY, a Florida corporation, on behalf of the corporation.

[Signature]
(Print Name STEVEN GREENHUT)
NOTARY PUBLIC



State of _____ at Large
Commission # _____

My Commission Expires:
Personally known
or Produced I.D.
[check one of the above]

Type of Identification Produced

COMPOSITE OF TRACTS 3A, 26, 28, 28A AND 29

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

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET; THENCE NORTH $78^{\circ}31'34''$ WEST, 853.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $11^{\circ}30'19''$ WEST, 104.79 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, AN ARC DISTANCE OF 10.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH $21^{\circ}00'46''$ WEST, 10.57 FEET TO THE POINT OF REVERSE

CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 188.00 FEET, AN ARC DISTANCE OF 124.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 11°30'18" WEST, 122.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, AN ARC DISTANCE OF 10.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 01°59'58" WEST, 10.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 11°30'19" WEST, 553.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1101.32 FEET, AN ARC DISTANCE OF 963.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 13°33'11" EAST, 932.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°36'40" EAST, 273.14 FEET; THENCE NORTH 51°23'20" EAST, 12.00 FEET; THENCE SOUTH 38°36'40" EAST, 598.82 FEET; THENCE SOUTH 66°15'26" WEST, 638.84 FEET; THENCE SOUTH 08°01'18" EAST, 253.23 FEET; THENCE SOUTH 88°19'15" WEST, 225.03 FEET; THENCE SOUTH 85°10'58" WEST, 195.66 FEET; THENCE SOUTH 55°30'57" WEST, 202.80 FEET; THENCE SOUTH 35°53'20" EAST, 132.18 FEET; THENCE SOUTH 52°36'46" WEST, 460.60 FEET; THENCE SOUTH 39°01'21" WEST, 230.84 FEET; THENCE NORTH 67°32'01" WEST, 164.89 FEET; THENCE NORTH 23°48'22" EAST, 198.21 FEET; THENCE NORTH 17°26'51" WEST, 218.74 FEET; THENCE NORTH 10°36'42" EAST, 613.33 FEET; THENCE NORTH 21°00'11" WEST, 678.16 FEET; THENCE NORTH 15°16'45" WEST, 490.53 FEET; THENCE NORTH 16°31'55" WEST, 306.55 FEET; THENCE NORTH 18°35'58" EAST, 312.80 FEET; THENCE NORTH 06°08'41" WEST, 185.24 FEET; THENCE NORTH 76°13'42" WEST, 330.49 FEET; THENCE NORTH 45°14'42" WEST, 196.29 FEET; THENCE NORTH 47°17'09" WEST, 115.61 FEET; THENCE SOUTH 66°09'33" WEST, 70.94 FEET; THENCE NORTH 21°14'15" WEST, 213.98 FEET; THENCE NORTH 15°27'14" WEST, 368.98 FEET; THENCE NORTH 13°59'47" WEST, 279.65 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); AND TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 77°54'30" EAST, 125.93 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 78°31'34" EAST, 2135.99 FEET TO THE POINT OF BEGINNING.

COMPOSITE OF TRACTS 3B AND 16

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

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}06'12''$ EAST, ALONG THE EAST LINE OF SAID SECTION 25 ALSO BEING THE WEST LINE OF SAID SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY, 223.31 FEET; THENCE SOUTH $80^{\circ}30'01''$ WEST, 77.40 FEET; THENCE SOUTH $46^{\circ}45'12''$ WEST, 87.30 FEET; THENCE SOUTH $56^{\circ}23'29''$ WEST, 72.90 FEET; THENCE SOUTH $64^{\circ}50'46''$ WEST, 206.23 FEET; THENCE SOUTH $51^{\circ}57'49''$ WEST, 180.06 FEET; THENCE SOUTH $18^{\circ}51'38''$ WEST, 136.24 FEET; THENCE SOUTH $26^{\circ}28'19''$ WEST, 132.71 FEET; THENCE NORTH $75^{\circ}33'54''$ WEST, 97.11 FEET; THENCE SOUTH $69^{\circ}24'53''$ WEST, 106.32 FEET; THENCE SOUTH $33^{\circ}27'58''$ WEST, 87.59 FEET; THENCE SOUTH $26^{\circ}26'03''$ WEST, 71.71 FEET; THENCE SOUTH $11^{\circ}59'47''$ WEST, 57.29 FEET; THENCE SOUTH $75^{\circ}04'49''$ WEST, 27.43 FEET; THENCE SOUTH $53^{\circ}03'11''$ WEST, 30.33 FEET; THENCE SOUTH $45^{\circ}25'26''$ WEST, 168.00 FEET TO AN ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 26.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $43^{\circ}02'16''$ WEST, 26.67 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $31^{\circ}20'57''$ WEST, 383.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $59^{\circ}29'45''$ WEST, 1015.20 FEET; THENCE NORTH $39^{\circ}10'10''$ WEST, 243.35 FEET; THENCE SOUTH $72^{\circ}12'31''$ WEST, 102.64 FEET; THENCE NORTH $13^{\circ}07'39''$ WEST, 233.12 FEET; THENCE NORTH $57^{\circ}34'48''$ EAST, 347.65 FEET; THENCE NORTH $05^{\circ}28'39''$ WEST, 393.20 FEET; THENCE NORTH $63^{\circ}14'11''$ EAST, 779.24 FEET; THENCE SOUTH $15^{\circ}32'36''$ EAST, 722.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 107.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $18^{\circ}22'16''$ EAST, 107.48 FEET TO THE POINT OF BEGINNING.

COMPOSITE OF TRACTS 3C, 10 AND 13

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24, ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 28 EAST SAID DUVAL COUNTY; THENCE NORTH $00^{\circ}43'26''$ WEST, 1767.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $78^{\circ}17'06''$ WEST, 13.41 FEET; THENCE SOUTH $82^{\circ}19'09''$ WEST, 78.31 FEET; THENCE SOUTH $70^{\circ}06'27''$ WEST, 85.1 FEET; THENCE SOUTH $62^{\circ}22'59''$ WEST, 83.46 FEET; THENCE SOUTH $55^{\circ}24'08''$ WEST, 41.54 FEET; THENCE SOUTH $58^{\circ}13'09''$ WEST, 53.87 FEET; THENCE SOUTH $61^{\circ}14'17''$ WEST, 102.60 FEET; THENCE SOUTH $69^{\circ}29'05''$ WEST, 94.9 FEET; THENCE SOUTH $88^{\circ}17'45''$ WEST, 76.27 FEET; THENCE NORTH $22^{\circ}35'03''$ WEST, 52.79 FEET; THENCE NORTH $13^{\circ}01'59''$ EAST, 57.89 FEET; THENCE NORTH $42^{\circ}16'17''$ EAST, 183.36 FEET; THENCE NORTH $03^{\circ}22'47''$ EAST, 73.7 FEET; THENCE SOUTH $85^{\circ}27'35''$ WEST, 67.91 FEET; THENCE SOUTH $72^{\circ}18'27''$ WEST, 156.82 FEET; THENCE SOUTH $72^{\circ}17'58''$ WEST, 94.70 FEET; THENCE SOUTH $71^{\circ}55'19''$ WEST, 68.78 FEET; THENCE NORTH $44^{\circ}07'49''$ WEST, 35.9 FEET; THENCE SOUTH $78^{\circ}50'54''$ WEST, 98.59 FEET; THENCE NORTH $80^{\circ}15'28''$ WEST, 94.24 FEET; THENCE NORTH $87^{\circ}12'24''$ WEST, 106.41 FEET; THENCE SOUTH $80^{\circ}46'33''$ WEST, 108.14 FEET; THENCE SOUTH $62^{\circ}52'35''$ WEST, 50.9 FEET; THENCE SOUTH $50^{\circ}04'43''$ WEST, 99.47 FEET; THENCE SOUTH $46^{\circ}14'28''$ WEST, 104.08 FEET; THENCE SOUTH $86^{\circ}58'57''$ WEST, 107.59 FEET; THENCE SOUTH $87^{\circ}21'01''$ WEST, 88.48 FEET; THENCE SOUTH $68^{\circ}55'30''$ WEST, 79.5 FEET; THENCE NORTH $28^{\circ}58'18''$ WEST, 37.86 FEET; THENCE NORTH $14^{\circ}07'59''$ WEST, 72.00 FEET; THENCE NORTH $38^{\circ}41'30''$ WEST, 58.61 FEET; THENCE NORTH $73^{\circ}25'26''$ WEST, 98.73 FEET; THENCE NORTH $86^{\circ}28'21''$ WEST, 124.8 FEET; THENCE NORTH $77^{\circ}13'28''$ WEST, 108.03 FEET; THENCE NORTH $57^{\circ}42'36''$ WEST, 87.16 FEET; THENCE SOUTH $61^{\circ}58'33''$ WEST, 184.23 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 897.3 FEET, AN ARC DISTANCE OF 695.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $10^{\circ}42'03''$ WEST, 678.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH $11^{\circ}30'19''$ EAST, 553.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.50 FEET, AN ARC DISTANCE OF 11.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $21^{\circ}00'40''$ EAST, 11.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 184.50 FEET, AN ARC DISTANCE OF 122.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $11^{\circ}30'19''$ EAST, 120.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.50 FEET, AN ARC DISTANCE OF 11.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND A DISTANCE OF NORTH $01^{\circ}59'53''$ EAST, 11.73 FEET TO THE POINT OF TANGENCY; THENCE NORTH $11^{\circ}30'19''$ EAST, 104.91 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) THENCE SOUTH $78^{\circ}31'34''$ EAST, ALONG LAST SAID LINE, 649.39 FEET TO THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64) AND TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG SAID SERVICE ROAD RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH $61^{\circ}01'22''$ EAST, 52.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH $80^{\circ}56'40''$ EAST, 166.98 FEET TO THE POINT OF NON TANGENCY; COURSE NO. 3: SOUTH $83^{\circ}26'00''$ EAST, 936.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 4: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH $60^{\circ}46'30''$ EAST, 51.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 5: THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH $39^{\circ}16'15''$ EAST, 470.22 FEET TO THE POINT OF TANGENCY; COURSE NO. 6: SOUTH $40^{\circ}25'29''$ EAST, 308.24 FEET; TO EASTERLY LINE OF SAID SECTION 24; THENCE SOUTH $00^{\circ}43'26''$ EAST, 515.78 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BORROW PIT NO. 5 (O.R.V. 2346, PAGE 137)

THAT PART OF:

THE N $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ AND S $\frac{1}{2}$ OF THE NE $\frac{1}{4}$, SOUTHERLY OF OLD ST. AUGUSTINE ROAD, OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST;

(A) DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE EAST BOUNDARY OF AFORESAID SECTION 25 LOCATED 2621.39 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE RUN NORTH $40^{\circ}23'54''$ WEST 48.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEASTERLY, WITH A RADIUS OF 11,459.16 FEET; THENCE NORTHWESTERLY 516.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $02^{\circ}34'55''$ TO A POINT; THENCE NORTH $86^{\circ}02'39''$ WEST

921.55 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE
NORTHERLY WITH A RADIUS OF 2864.79 FEET AND A CENTRAL ANGLE OF
07°42'40"; THENCE NORTHWESTERLY 385.56 FEET ALONG SAID CURVE TO
THE END OF CURVE; THENCE NORTH 78°19'59" WEST 92.89 FEET; THENCE
SOUTH 11°40'01" WEST 160 FEET TO THE POINT OF BEGINNING OF
BORROW PIT NO. 5; THENCE SOUTH 78°19'59" EAST 500 FEET; THENCE
SOUTH 00°40'01" WEST 900 FEET; THENCE NORTH 78°19'59" WEST 100
FEET; THENCE NORTH 11°40'01" EAST 300 FEET; THENCE SOUTH
78°19'59" EAST 500 FEET; THENCE NORTH 11°40'01" EAST 600 FEET TO
THE POINT OF BEGINNING.

AND

- (B) LYING EASTERLY AND WITHIN 40 FEET OF HAUL ROAD SURVEY LINE
DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF BEGINNING OF BORROW PIT NO. 5 AS LOCATED
ABOVE AND RUN NORTH 11°40'01" EAST 160 FEET TO THE END OF SAID
SURVEY LINE.

TOGETHER WITH

TRACT 8-A1

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 487.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $00^{\circ}43'26''$ WEST, ALONG LAST SAID LINE, 1280.28 FEET; THENCE SOUTH $78^{\circ}17'06''$ WEST, 13.41 FEET; THENCE SOUTH $82^{\circ}19'09''$ WEST, 78.31 FEET; THENCE SOUTH $70^{\circ}06'27''$ WEST, 85.16 FEET; THENCE SOUTH $62^{\circ}22'59''$ WEST, 83.46 FEET; THENCE SOUTH $55^{\circ}24'08''$ WEST, 41.54 FEET; THENCE SOUTH $58^{\circ}13'09''$ WEST, 53.87 FEET; THENCE SOUTH $61^{\circ}14'17''$ WEST, 102.60 FEET; THENCE SOUTH $69^{\circ}29'05''$ WEST, 94.95 FEET; THENCE SOUTH $88^{\circ}17'45''$ WEST, 76.27 FEET; THENCE NORTH $22^{\circ}35'03''$ WEST, 52.79 FEET; THENCE NORTH $13^{\circ}01'59''$ EAST, 57.89 FEET; THENCE NORTH $42^{\circ}16'17''$ EAST, 183.36 FEET; THENCE NORTH $03^{\circ}22'47''$ EAST, 73.73 FEET; THENCE SOUTH $85^{\circ}27'35''$ WEST, 67.91 FEET; THENCE SOUTH $72^{\circ}18'27''$ WEST, 156.82 FEET; THENCE SOUTH $72^{\circ}17'58''$ WEST, 94.70 FEET; THENCE SOUTH $71^{\circ}55'19''$ WEST, 68.78 FEET; THENCE NORTH $44^{\circ}07'49''$ WEST, 35.92 FEET, THENCE SOUTH $78^{\circ}50'54''$ WEST, 98.59 FEET; THENCE NORTH $80^{\circ}15'28''$ WEST, 94.24 FEET; THENCE NORTH $87^{\circ}12'24''$ WEST, 106.41 FEET; THENCE SOUTH $80^{\circ}46'33''$ WEST, 108.14 FEET; THENCE SOUTH $62^{\circ}52'35''$ WEST, 50.94 FEET; THENCE SOUTH $50^{\circ}04'43''$ WEST, 99.47 FEET; THENCE SOUTH $46^{\circ}14'28''$ WEST, 104.08 FEET; THENCE SOUTH $86^{\circ}58'57''$ WEST, 107.59 FEET; THENCE SOUTH $87^{\circ}21'01''$ WEST, 88.48 FEET; THENCE SOUTH $68^{\circ}55'30''$ WEST, 79.53 FEET; THENCE NORTH $28^{\circ}58'18''$ WEST, 37.86 FEET; THENCE NORTH $14^{\circ}07'59''$ WEST, 72.00 FEET; THENCE NORTH $38^{\circ}41'30''$ WEST, 58.61 FEET; THENCE NORTH $73^{\circ}25'26''$ WEST, 98.73 FEET; THENCE NORTH $86^{\circ}28'21''$ WEST, 124.82 FEET; THENCE NORTH $77^{\circ}13'28''$ WEST, 108.03 FEET; THENCE NORTH $57^{\circ}42'36''$ WEST, 87.16 FEET; THENCE SOUTH $61^{\circ}58'33''$ WEST, 184.23 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 897.32 FEET, AN ARC DISTANCE OF 89.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $35^{\circ}45'32''$ EAST, 89.30 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $38^{\circ}36'40''$ EAST, 260.14 FEET; THENCE SOUTH $51^{\circ}23'20''$ WEST, 12.00 FEET; THENCE SOUTH $38^{\circ}36'40''$ EAST, 840.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1090.68 FEET, AN ARC DISTANCE OF 362.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $29^{\circ}05'00''$ EAST, 361.07 FEET; THENCE SOUTH $90^{\circ}00'00''$ EAST, 1471.25 FEET TO THE POINT OF BEGINNING.

TRACT 8-A2

A PORTION OF SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'10''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY FLORIDA, A DISTANCE OF 2386.51 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE ON INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64); THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 3074.46 FEET; THENCE SOUTH $65^{\circ}16'39''$ WEST, 92.48 FEET; THENCE SOUTH $68^{\circ}03'38''$ WEST, 132.97 FEET; THENCE SOUTH $43^{\circ}05'04''$ WEST, 137.61 FEET; THENCE SOUTH $54^{\circ}14'33''$ WEST, 111.54 FEET; THENCE SOUTH $63^{\circ}33'20''$ WEST, 57.02 FEET; THENCE SOUTH $04^{\circ}35'43''$ WEST, 87.93 FEET; THENCE SOUTH $29^{\circ}29'56''$ EAST, 43.97 FEET; THENCE SOUTH $43^{\circ}11'33''$ EAST, 45.55 FEET; THENCE SOUTH $29^{\circ}39'20''$ EAST, 43.29 FEET; THENCE SOUTH $03^{\circ}57'28''$ EAST, 46.62 FEET; THENCE SOUTH $89^{\circ}17'26''$ WEST, 1581.97 FEET; TO THE WEST LINE OF SAID SECTION 30, ALSO BEING THE EAST LINE OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA; THENCE NORTH $01^{\circ}04'30''$ WEST, ALONG LAST SAID LINE, 496.51 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

TRACT 30

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

BEGIN AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}06'12''$ EAST, ALONG THE EASTERLY LINE OF SAID SECTION 25 ALSO BEING THE WESTERLY LINE OF SAID SECTION 30, 223.31 FEET; THENCE SOUTH $80^{\circ}30'01''$ WEST, 77.40 FEET; THENCE SOUTH $46^{\circ}45'12''$ WEST, 87.30 FEET; THENCE SOUTH $56^{\circ}23'29''$ WEST, 72.90 FEET; THENCE SOUTH $64^{\circ}50'46''$ WEST, 206.23 FEET; THENCE SOUTH $51^{\circ}57'49''$ WEST, 180.06 FEET; THENCE SOUTH $18^{\circ}51'38''$ WEST, 136.24 FEET; THENCE SOUTH $26^{\circ}28'19''$ WEST, 132.71 FEET; THENCE NORTH $75^{\circ}33'54''$ WEST, 97.11 FEET; THENCE SOUTH $69^{\circ}24'53''$ WEST, 106.32 FEET; THENCE SOUTH $33^{\circ}27'58''$ WEST, 87.59 FEET; THENCE SOUTH $26^{\circ}26'03''$ WEST, 71.71 FEET; THENCE SOUTH $11^{\circ}59'47''$ WEST, 57.29 FEET; THENCE SOUTH $75^{\circ}04'49''$ WEST, 27.43 FEET; THENCE SOUTH $53^{\circ}03'11''$ WEST, 30.33 FEET TO AN ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 328.75 FEET, AN ARC DISTANCE OF 17.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $43^{\circ}02'16''$ WEST, 17.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 921.32 FEET, AN ARC DISTANCE OF 417.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $28^{\circ}31'17''$ WEST, 413.81 FEET TO THE POINT OF TANGENCY; THENCE NORTH $15^{\circ}32'36''$ WEST, 1089.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1078.68 FEET, AN ARC DISTANCE OF 25.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $16^{\circ}13'22''$ WEST, 25.58 FEET; THENCE NORTH $73^{\circ}05'53''$ EAST, 12.00 FEET TO AN ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1090.68, AN ARC DISTANCE OF 50.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $18^{\circ}13'43''$ WEST, 50.51 FEET; THENCE NORTH $90^{\circ}00'00''$ EAST, 1471.25 FEET TO THE EASTERLY LINE OF SAID SECTION 24 ALSO BEING THE WESTERLY LINE OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE SOUTH $00^{\circ}43'26''$ EAST, ALONG LAST SAID LINE, 487.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Common Area

No Common Property is designated by the Developer as of the date of recording this Declaration.

Recording: \$15.00
 Doc. stamps: =
 Int. tax: =
 TOTAL: \$15.00

THIS INSTRUMENT WAS PREPARED BY AND,
 AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire
 Florida Bar No.: 0350591
 CARLTON FIELDS, P.A.
 Bank of America Tower
 One Progress Plaza, Suite 2300
 Post Office Box 2861
 St. Petersburg, Florida 33731-2861
 (727) 821-7000
 (727) 822-3768 (Facsimile)
 jgiles@carltonfields.com

Doc# 2002051126
 Book: 10366
 Pages: 862 - 864
 Filed & Recorded
 02/21/2002 04:20:44 PM
 JIN FULLER
 CLERK CIRCUIT COURT
 DUVAL COUNTY
 TRUST FUND \$ 2.00
 RECORDING \$ 13.00

Doc# 2002051126
 Book: 10366
 Pages: 860 - 861
 Filed & Recorded
 02/21/2002 04:20:44 PM
 JIN FULLER
 CLERK CIRCUIT COURT
 DUVAL COUNTY
 TRUST FUND \$ 1.30
 RECORDING \$ 9.00

CONSENT AND JOINDER OF MORTGAGEE

BANKATLANTIC, a federal savings bank organized and existing under the laws of the United States of America with its principal place of business at (and the mailing address of which is) 1750 East Sunrise Boulevard, Second Floor, Fort Lauderdale, Florida 33304, ("BankAtlantic") being the owner and holder of the following mortgage and other documents recorded in the public records of Duval County, Florida, and St. Johns County, Florida:

1. Mortgage Deed and Security Agreement given by Bartram Investments, LLC, and Winslow Farms, Ltd., to BankAtlantic dated April 25, 2001, and recorded May 4, 2001, in Official Records Book 9978, at page 882, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1475, of the public records of St. Johns County, Florida;
2. Assignment of Rents, Leases and Deposits given by Bartram Investments, LLC, and Winslow Farms, Ltd., to BankAtlantic dated April 25, 2001, and recorded May 4, 2001, in Official Records Book 9978, at page 1006, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1599, of the public records of St. Johns County, Florida;
3. Financing Statement given by Bartram Investments, LLC, and Winslow Farms, Ltd., to BankAtlantic recorded May 4, 2001, in Official Records Book 9978, at page 1105, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1698, of the public records of St. Johns County, Florida;
4. Lender's Agreement by and among Bartram Lakes, LLC, BankAtlantic, Bartram Investments, LLC, and Winslow Farms, Ltd., dated April 25, 2001, and recorded May 4, 2001, in Official Records Book 9978, at page 1199, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1792, of the public records of St. Johns County, Florida; and

6

5. Collateral Assignment of Rights and Agreements Affecting Real Estate given by Bartram Investments, LLC, and Winslow Farms, Ltd., to BankAtlantic dated April 25, 2001, and recorded May 4, 2001, in Official Records Book 9978, at page 1300, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1893, of the public records of St. Johns County, Florida;

(collectively, the "Mortgage"), which Mortgage encumbers all or part of certain real property in Duval County, Florida, and St. Johns County, Florida, described in that certain Declaration of Covenants, Conditions, and Restrictions dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 39, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1233, of the public records of St. Johns County, Florida, (the "Declaration"), as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions dated October 31, 2001, and recorded November 15, 2001, in Official Records Book 10227, at page 892, of the public records of Duval County, Florida, and recorded December 5, 2001, in Official Records Book 1684, at page 541, of the public records of St. Johns County, Florida, (the "First Amendment") and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions dated October 31, 2001, and recorded January 9, 2002, in Official Records Book 10305, at page 1042, of the public records of Duval County, Florida, and recorded January 23, 2002, in Official Records Book 1707, at page 1237, of the public records of St. Johns County, Florida, (the "Second Amendment"), hereby consents to the execution, delivery, and recordation of the First Amendment to the Declaration and the Second Amendment to the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and it seal to be affixed hereto this 30 day of October, 2001.

WITNESSES:

BANKATLANTIC

Cynthia L. Barnes
(Sign on this line.)
Cynthia L. Barnes
(Print name legibly on this line.)

By: Michael J. Tufano
Michael J. Tufano
its Vice President

Mary L. Maxwell
(Sign on this line.)
MARY L. MAXWELL
(Print name legibly on this line.)

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 30th day of October, 2001, by Michael J. Tufano as Vice President of BANKATLANTIC, a federal savings bank organized and existing under the laws of the United States of America, who is personally known to me or has shown _____ as identification.

Cynthia L. Barnes
(Sign on this line.)

(Print name legibly on this line.)



Cynthia L. Barnes
MY COMMISSION # CC872164 EXPIRES
October 29, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

Recording: \$42.00
Doc. stamps: =
Int. tax: =
TOTAL: \$42.00

Book 10305 Page 1042

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:
Joel B. Giles, Esquire
Florida Bar No.: 0350591
CARLTON FIELDS, P.A.
Bank of America Tower
One Progress Plaza, Suite 2300
Post Office Box 2861
St. Petersburg, Florida 33731-2861
(727) 821-7000
jgiles@carltonfields.com

Doc# 2002008245
Book: 10305
Pages: 1042 - 1050
Filed & Recorded
01/09/2002 12:10:10 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 5.00
RECORDING \$ 37.00

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Amendment") is made and entered into this 31st day of October, 2001, by and among BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Bartram Park"); BARTRAM INVESTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, ("Bartram Investments"); WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 5401 West Kennedy Boulevard, Suite 751, Tampa, Florida 33609, ("Winslow"); FLAGLER DEVELOPMENT COMPANY, which was formerly known as GRAN CENTRAL CORPORATION, a corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256 ("Flagler"); and BARTRAM LAKES, LLC, a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at (and the mailing address of which is) 10161 Centurion Parkway North, Suite 190, Jacksonville, Florida 32256 ("Bartram Lakes") and is made with reference to the following:

(A) Bartram Park, Flagler, and Bartram Lakes, made and entered into that certain Declaration of Covenants, Conditions, and Restrictions among them dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 39, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1233, of the public records of St. Johns County, Florida, (the "Declaration"), with respect to the real property in Duval County, Florida, and St. Johns County, Florida, described therein, (the "Project").

(B) Bartram Park subsequently conveyed certain portions of the Project to Bartram Investments;

(C) Bartram Park also subsequently conveyed certain portions of the Project to Winslow;

(D) Bartram Investments, Winslow, Flagler, and Bartram Lakes now are the owners of all of the "Development Areas" (as defined in the Declaration) affected by this Amendment;

(E) Bartram Park, Bartram Investments, Winslow, Flagler, and Bartram Lakes made and entered into that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions among them dated October 31, 2001, and recorded November 15, 2001, in Official Records Book 10227, at page 892, of the public records of Duval County, Florida, and recorded December 5, 2001, in Official Records Book 1684, at page 541, of the public records of St. Johns County, Florida, (the "First Amendment"); and

(F) Bartram Park, Bartram Investments, Winslow, Flagler, and Bartram Lakes desire to further amend the Declaration, as previously amended by the First Amendment.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and agreements hereinafter set forth, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. The foregoing recitals of fact are true and correct and, by this reference, are hereby fully incorporated herein.

2. Except as otherwise specifically defined herein, all terms used in this Amendment are used as defined in the Declaration and shall have the same meaning as in the Declaration.

3. The first two (2) sentences of Section 4(b) of the Declaration are hereby amended to read as follows:

“(b) Allocation of Density. The rights to develop the Project with certain types of improvements are hereby allocated to the Development Areas as hereinafter set forth. Nothing contained herein shall be construed to modify the provisions of any assignment of development rights agreement executed and delivered by Developer to any Party coincident with this Declaration or prevent the owners of any two (2) Development Areas from allocating or re-allocating development rights between themselves.”

4. Section 4(k)2 of the Declaration is hereby amended to read as follows:

“2. **Racetrack Road.**

“(a) The Racetrack ROW shall be used only (i) for a public highway, (ii) for pedestrian and vehicular ingress, egress, and access to and from the abutting real property, (iii) for the provision of drainage and utilities, (iv) for the construction, maintenance, repair, and reconstruction of a public highway and drainage and utilities facilities, and (v) for other purposes incidental to any and all of the foregoing, but for no other purposes whatsoever; provided, however, that (i), on completion of the four (4)-laning of Racetrack Road from U.S. Highway 1 to the entry road entering Bartram Lakes from Racetrack Road between Parcels 41 and 42 of Bartram Lakes and serving Parcel 35 of Bartram Lakes, as depicted on the master development plan for the Project attached to the Duval DO, (the “East Spine Road”) and the donation of the right-of-way therefor to St. Johns County, Florida, all in accordance with the requirements of the DO, any part of that portion of the Racetrack ROW lying easterly of the East Spine Road not donated to St. Johns County, Florida, shall be released from the foregoing restrictions and (ii), on completion of the four (4)-laning of Racetrack Road from Russell Sampson Road to the East Spine Road and the donation of the right-of-way therefor to St. Johns County, Florida, all in accordance with the requirements of the DO, any part of that portion of the Racetrack ROW lying westerly of the East Spine Road not donated to St. Johns County, Florida, shall be released from the foregoing restrictions. A release shall be effective on the recording in the public records of a document or instrument signed by a duly-authorized officer of any Party certifying the completion of the four (4)-laning of Racetrack Road and the donation of the right-of-way therefor in accordance with the requirements of the DO, describing the deed by which the donation was effected, and referring to this provision regarding releases.

“(b) The Racetrack ROW shall not be subject to, and neither the owner thereof nor any other person shall subject the Racetrack ROW to, or suffer or permit to exist, any encumbrances of any kind, character, or description whatsoever, except that the portion of the Racetrack ROW lying easterly of or including the East Spine Road may be subjected to and encumbered by one (1) mortgage, in favor of an institutional lender, so long as (and whether or not the mortgage or the obligation underlying the mortgage is in default) (i) such institutional lender and its successors and assigns, including purchasers at any foreclosure or other judicial sale, are unconditionally obligated to release such portion of the Racetrack ROW from the lien of the mortgage or to donate or otherwise convey such portion of the Racetrack ROW in accordance with the requirements of the DO within ten (10) business days following delivery of a written request

to do so from any of the Parties, without consideration or delay and as and when reasonably necessary to satisfy the requirements of the DO; (ii) such unconditional obligation is set forth in the mortgage or another document or instrument recorded in the public records of Duval County, Florida, and St. Johns County, Florida; and (iii) all of the Parties are either direct or third-party beneficiaries of such obligation and have the right to enforce the same.

“(c) Notwithstanding any provision or implication of this Declaration to the contrary, the owner or owners of the Racetrack ROW shall donate the Racetrack ROW in accordance with requirements of the DO.”

5. Except as specifically amended by this Amendment, all of the remaining provisions of the Declaration shall remain in full force and effect, are hereby ratified and confirmed, and, by this reference, are hereby fully incorporated into this Amendment as though set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

WITNESSES:

BARTRAM PARK, LTD.

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

By: BARTRAM TRADING COMPANY,
its sole General Partner

Ann K Wirth
(Sign on this line.)
Ann K Wirth
(Print name legibly on this line.)

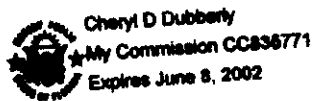
By: J. Thomas Dodson, Jr.
J. THOMAS DODSON, JR.,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of October, 2001, by J. THOMAS DODSON, JR., as President of BARTRAM TRADING COMPANY, a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has produced as identification.

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



NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

WITNESSES:

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

Ann K Wirth
(Sign on this line.)
Ann K Wirth
(Print name legibly on this line.)

BARTRAM INVESTMENTS, LLC

By: BARTRAM INVESTMENTS, INC.,
its Manager

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

(CORPORATE SEAL)

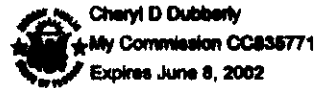
STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of October, 2001, by J. THOMAS DODSON, JR., as President of BARTRAM INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Florida, as the Manager of BARTRAM INVESTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited liability company, who is personally known to me or has produced _____ as identification.

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

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)



WITNESSES:

Darlene McFarland
(Sign on this line.)
Darlene McFarland
(Print name legibly on this line.)

Joanne M. Mason
(Sign on this line.)
JOANNE M. MASON
(Print name legibly on this line.)

By: WINSLOW FARMS, INC.,
its sole General Partner

By: *Van L. McNeel*
VAN L. McNEEL,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ~~DUVAL~~ ⁵⁴⁰ Hillsborough

The foregoing instrument was acknowledged before me this 24th day of October, 2001, by VAN L. McNEEL, as President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me ~~or has produced~~ identification



Susan C. Brown
Commission # CC 936451
Expires June 26, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Susan C. Brown
(Sign on this line.)

(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

WITNESSES:

Cynthia M. Gaines
(Sign on this line.)
Cynthia M. Gaines
(Print name legibly on this line.)

Tracy L. Mickey
(Sign on this line.)
Tracy L. Mickey
(Print name legibly on this line.)

FLAGLER DEVELOPMENT COMPANY,
f/k/a GRAN CENTRAL CORPORATION

By: [Signature]
KEITH A. TICKELL,
its Senior Vice President and Chief Financial
Officer

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31st day of October, 2001, by KEITH A. TICKELL, as Senior Vice President and Chief Financial Officer of FLAGLER DEVELOPMENT COMPANY, a corporation organized and existing under the laws of the State of Florida, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Tracy L. Mickey
(Sign on this line.)
Tracy L. Mickey
(Print name legibly on this line.)



Tracy L. Mickey
Commission # CC 938253
Expires May 18, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC, State of Florida
COMMISSION NO. CC 938253
EXPIRATION DATE: 5/18/04

(SEAL)

WITNESSES:

Carol D Hill
(Sign on this line.)
Carol D Hill
(Print name legibly on this line.)

Nancy E Gaines
(Sign on this line.)
Nancy E. Gaines
(Print name legibly on this line.)

BARTRAM LAKES, LLC

By: LANDMAR MANAGEMENT, LLC,
its Manager

By: [Signature]
EDWARD E. BURR,
its President

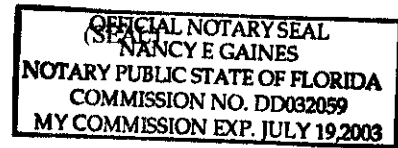
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31 day of October, 2001, by EDWARD E. BURR, as President of LANDMAR MANAGEMENT, LLC, a limited liability company organized and existing under the laws of the State of Delaware, as Manager of BARTRAM LAKES, LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of the limited liability companies, who is personally known to me or has produced _____ as identification.

Nancy E Gaines
(Sign on this line.)
Nancy E. Gaines
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO. _____
EXPIRATION DATE: _____



Recording: \$42.00
Doc. stamps: =
Int. tax: =
TOTAL: \$42.00

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire
Florida Bar No.: 0350591
CARLTON FIELDS, P.A.
Bank of America Tower
One Progress Plaza, Suite 2300
Post Office Box 2861
St. Petersburg, Florida 33731-2861
(727) 821-7000
(727) 822-3768 (Facsimile)
jgiles@carltonfields.com

Doc# 2001290206
Book: 10227
Pages: 892 - 900
Filed & Recorded
11/15/2001 07:26:05 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 5.00
RECORDING \$ 37.00

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Amendment") is made and entered into this 31st day of October, 2001, by and among BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Bartram Park"); BARTRAM INVESTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, ("Bartram Investments"); WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 5401 West Kennedy Boulevard, Suite 751, Tampa, Florida 33609, ("Winslow"); FLAGLER DEVELOPMENT COMPANY, which was formerly known as GRAN CENTRAL CORPORATION, a corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256 ("Flagler"); and BARTRAM LAKES, LLC, a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at (and the mailing address of which is) 10161 Centurion Parkway North, Suite 190, Jacksonville, Florida 32256 ("Bartram Lakes") and is made with reference to the following:

(A) Bartram Park, Flagler, and Bartram Lakes made that certain Declaration of Covenants, Conditions, and Restrictions among them dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 39, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1233, of the public records of St. Johns County, Florida, (the "Declaration") with respect to the real property in Duval County, Florida, and St. Johns County, Florida, described therein (the "Project");

9
42.00

(B) Bartram Park and Flagler had previously made and entered into that certain Option Agreement (Interchange Parcel and Access Parcel) between them dated July 14, 2000, as amended by that certain First Amendment to Option Agreement between them dated April 26, 2001, as further amended by that certain Second Amendment to Option Agreement between Bartram Investments and Flagler dated September 28, 2001, and as further amended by that certain Third Amendment to Option Agreement between Bartram Investments and Flagler dated October 16, 2001, and effective October 1, 2001, (collectively, the "Option Agreement") with respect to a certain portion of the Project described therein (the "Optioned Property");

(C) By the Option Agreement, Bartram Park granted to Flagler options to purchase certain portions of the Optioned Property, including the real property described in Exhibit "A" to this Amendment, which is attached hereto and, by this reference, made a part hereof;

(D) Bartram Park subsequently conveyed certain portions of the Project, including the Interchange Parcel, to Bartram Investments, subject to the Option Agreement, as then amended, which was assumed by Bartram Investments;

(E) Bartram Park also subsequently conveyed certain portions of the Project to Winslow;

(F) Bartram Investments, Winslow, Flagler, and Bartram Lakes now are the owners of all of the "Development Areas" (as defined in the Declaration) affected by this Amendment; and

(G) Bartram Park, Bartram Investments, Flagler, and Bartram Lakes desire to amend the Declaration, to remove the Interchange Parcel from the operation of the Declaration, so as to remove the Declaration as an encumbrance on the title to the Interchange Parcel.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and agreements hereinafter set forth, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. The foregoing recitals of fact are true and correct and, by this reference, are hereby fully incorporated herein.

2. Except as otherwise specifically defined herein, all terms used in this Amendment are used as defined in the Declaration and shall have the same meaning as in the Declaration.

3. The description of the Project, as set forth in Exhibit "A" to the Declaration, is hereby amended to remove the Interchange Parcel, as described in Exhibit "A" to this Amendment.

4. Except as specifically amended by this Amendment, all of the remaining terms and provisions of the Declaration shall remain in full force and effect, are hereby ratified and

confirmed, and, by this reference, are hereby fully incorporated into this Amendment as though set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

WITNESSES:

BARTRAM PARK, LTD.

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

By: BARTRAM TRADING COMPANY,
its sole General Partner

Karon P. Sherington
(Sign on this line.)
Karon P. Sherington
(Print name legibly on this line.)

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

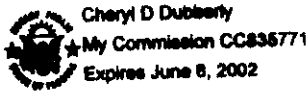
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 18th day of October, 2001, by J. THOMAS DODSON, JR., as President of BARTRAM TRADING COMPANY, a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

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

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____



(SEAL)

WITNESSES:

BARTRAM INVESTMENTS, LLC

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

By: BARTRAM INVESTMENTS, INC.,
its Manager

Karon P. Sherington
(Sign on this line.)
Karon P. Sherington
(Print name legibly on this line.)

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

(CORPORATE SEAL)

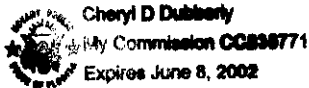
STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 18th day of October, 2001, by J. THOMAS DODSON, JR., as President of BARTRAM INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Florida, as the Manager of BARTRAM INVESTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited liability company, who is personally known to me or has produced _____ as identification.

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

NOTARY PUBLIC, State of Florida

COMMISSION NO.: _____
EXPIRATION DATE: _____



(SEAL)

WITNESSES:

WINSLOW FARMS, LTD.

Darlene M. Farland
(Sign on this line.)
Darlene M. Farland
(Print name legibly on this line.)

By: WINSLOW FARMS, INC.,
its sole General Partner

Joanne M. Mason
(Sign on this line.)
JOANNE M. MASON
(Print name legibly on this line.)

By: *Van L. McNeel*
VAN L. McNEEL,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 24th day of October, 2001, by VAN L. McNEEL, as President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me ~~or has produced~~ identification.



Susan G. Brown
Commission # CC 936451
Expires June 26, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Susan G. Brown
(Sign on this line.)

(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

WITNESSES:

[Signature]
(Sign on this line.) KAC B. HANSON III
(Print name legibly on this line.)

Cynthia M. Gaines
(Sign on this line.) Cynthia M. Gaines
(Print name legibly on this line.)

FLAGLER DEVELOPMENT COMPANY,
f/k/a GRAN CENTRAL CORPORATION

By: [Signature]
G. JOHN CAREY,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 30th day of October, 2001, by G. JOHN CAREY, as President of FLAGLER DEVELOPMENT COMPANY, a corporation organized and existing under the laws of the State of Florida, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Cynthia M. Gaines
Commission # DD 000593
Expires March 26, 2005
Bonded Through
Atlantic Bonding Co., Inc.

Cynthia M. Gaines
(Sign on this line.) Cynthia M. Gaines
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO: DD 000593
EXPIRATION DATE: 03262005

(SEAL)

WITNESSES:

BARTRAM LAKES, LLC

Carol D. Hill
(Sign on this line.)
Carol D. Hill
(Print name legibly on this line.)

By: LANDMAR MANAGEMENT, LLC,
its Manager

Lynnette C. Knox
(Sign on this line.)
Lynnette C. Knox
(Print name legibly on this line.)

By: [Signature]
EDWARD E. BURR,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31 day of October, 2001, by EDWARD E. BURR, as President of LANDMAR MANAGEMENT, LLC, a limited liability company organized and existing under the laws of the State of Delaware, as Manager of BARTRAM LAKES, LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of the limited liability companies, who is personally known to me or has produced personally known as identification.

Patricia A. Roberts
(Sign on this line.)
PATRICIA A. ROBERTS
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: CC933527
EXPIRATION DATE: 5/2/04

(SEAL)



Patricia A Roberts
My Commission CC933527
Expires May 03, 2004

EXHIBIT "A"

PARCEL B

A PART OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT COMMON CORNER TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'54''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1968.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH $68^{\circ}44'07''$ WEST LEAVING SAID SECTION LINE, A DISTANCE OF 774.88 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 492.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 624.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $32^{\circ}23'38''$ WEST AND A CHORD DISTANCE OF 583.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $03^{\circ}56'51''$ EAST, A DISTANCE OF 170.13 FEET; THENCE NORTH $39^{\circ}44'03''$ WEST, A DISTANCE OF 72.32 FEET TO A POINT IN THE EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE OF OLD ST. AUGUSTINE ROAD (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH $83^{\circ}24'56''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OLD ST. AUGUSTINE ROAD, A DISTANCE OF 525.89 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 67.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE OF OLD ST. AUGUSTINE ROAD TO THE EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9, A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED A CHORD BEARING OF SOUTH $60^{\circ}45'26''$ EAST AND A CHORD DISTANCE OF 51.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11,675.16 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 470.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $39^{\circ}15'10''$ EAST AND A CHORD DISTANCE OF 470.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $40^{\circ}24'24''$ EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 308.55 FEET TO A POINT IN AFORESAID EASTERLY LINE OF SAID SECTION 24; THENCE SOUTH $00^{\circ}43'54''$ EAST CONTINUING ALONG SAID EASTERLY LINE OF SECTION 24, A DISTANCE OF 314.16 FEET TO THE POINT OF BEGINNING.

Recording \$478.50
 Doc. stamps: —
 Int. tax: —
 TOTAL: \$478.50

AFTER RECORDING, RETURN TO:
 Joel B. Giles, Esquire
 Florida Bar No.: 0350591
 CARLTON FIELDS, P.A.
 Bank of America Tower
 One Progress Plaza, Suite 2300
 Post Office Box 2861
 St. Petersburg, Florida 33731-2861
 (727) 821-7000
 (727) 822-3768 (Facsimile)
 jgiles@carltonfields.com

Doc# 2001106283
 Book: 9977
 Pages: 39 - 144
 Filed & Recorded
 05/04/2001 09:53:32 AM
 JIM FULLER
 CLERK CIRCUIT COURT
 DUVAL COUNTY
 TRUST FUND \$ 53.50
 RECORDING \$ 425.00

DECLARATION OF COVENANTS,
 CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made this 27th day of April, 2001, by BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, ("Developer"); FLAGLER DEVELOPMENT COMPANY, a corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, ("Flagler"); and BARTRAM LAKES, LLC, a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at (and the mailing address of which is) 10161 Centurion Parkway North, Suite 190, Jacksonville, Florida 32256, ("LandMar" and, with Developer and Flagler, collectively, "Declarants" or the "Parties"), and is made in reference to the following facts:

(A) Declarants are the owners of numerous (but for intervening public highways) adjoining parcels of real property (individually, a "Development Area" and, collectively, the "Development Areas" or the "Project") in Duval County, Florida, and St. Johns County, Florida, more particularly described in Exhibit "A," which is attached hereto and, by this reference made a part hereof, ("Unit I"); Exhibit "B," which is attached hereto and, by this reference, made a part hereof, ("Unit II"); Exhibit "C" which is attached hereto and, by this reference made a part hereof, ("Parcel 8"); Exhibit "D," which is attached hereto and, by this reference, made a part hereof, ("Tract 20A"); and Exhibit "E," which is attached hereto and, by this reference, made a part hereof, ("Bartram Lakes"); part or parts of which Project Declarants intend to sell to others (the "Future Owners").

(B) Developer owns Unit I, Unit II, Tract 20A, and the real property in Duval County, Florida, and St. Johns County, Florida, described in Exhibit "F," which is attached hereto and, by this reference, made a part hereof, (the "St. Augustine ROW"), Exhibit "G," which is attached hereto and, by this reference, made a part hereof, (the "Interchange Land"), and Exhibit "H," which is attached hereto and, by this reference, made a part hereof, (the "Stormwater Retention Land") and, with the Interchange Land, collectively, the "FDOT Parcels").

(C) Flagler owns Parcel 8.

(D) LandMar owns Bartram Lakes and the real property in St. Johns County, Florida, more particularly described in Exhibit "I," which is attached hereto and, by this reference, made a part hereof, (the "Racetrack ROW").

(E) The Project is a development of regional impact under Chapter 380 of the Florida Statutes and development of the Project is authorized by the following development orders (collectively, the "DO").

(i) Ordinance 2000-451-E adopted by the City of Jacksonville, as amended by Ordinance 2000-1210-E adopted by the City of Jacksonville, (collectively, the "Duval DO"); and

(ii) Resolution No. 2000-139 adopted by St. Johns County (the "St. Johns DO").

(F) Declarants desire to declare and establish for Declarants and for their respective successors and assigns, including the Future Owners, certain covenants, conditions, and restrictions as to the development and use of the Development Areas which shall be covenants running with title to the Development Areas.

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

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

2. **Exhibits.** The exhibits attached to this Agreement are, by this reference, made a part of this Agreement.

3. **Definitions and Abbreviation.** The following terms are used in this Agreement as defined in this Section 3:

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

- therein.
- (b) The terms defined in the Recitals are used in this Agreement as defined therein.
 - (c) The term "Assignee" shall have the meaning set forth in Section 6 hereof.
 - (d) The term "DRI" shall mean that certain development of regional impact known as Bartram Park and approved for development under the Duval DO and the St. Johns DO.
 - (e) The term "FDOT" shall mean the Florida Department of Transportation.
 - (f) The terms "Parcel" and "Parcels" with reference to a number shall mean and refer to the numbered parcel or parcels as shown on Exhibit "D" to the Duval DO.
 - (g) The terms "Party" and "Parties" shall mean Developer, Flagler, and LandMar, and their Assignees, individually and collectively, respectively.
 - (h) The term "SJRWMD" shall mean the St. Johns River Water Management District.

4. **Covenants, Conditions, and Restrictions with Respect to All Development Areas.** Declarants and any other owner or owners of the Project and any Development Areas or other parts thereof, their respective tenants and sub-tenants, and their respective successors and assigns, shall be bound by the following covenants, conditions, and restrictions:

- (a) **Development of Project.** The Project shall be developed in accordance with the DO as the DO may be modified pursuant to the provisions of subsection 4(d) below.
- (b) **Allocation of Density.** The rights to develop the Project with certain types of improvements are hereby allocated to the Development Areas as hereinafter set forth. Nothing contained herein shall be construed to modify provisions of any assignment of development rights agreement executed and delivered to any Party from Developer coincident with this Declaration.

(1) Unit I:

<u>Land Use</u>	<u>DO Phase I</u> (2000-2010)	<u>DO Phase II</u> (2011-2015)
<u>Duval County</u>		
Residential		
Single Family	0 units	0 units
Multi-family	917 units	0 units

Hotel	234 rooms	0 rooms
Retail (Commercial)	320,000 s.f.	0 s.f.
Office	500,000 s.f.	0 s.f.

(2) Unit II:

<u>Land Use</u>	<u>DO Phase I</u> (2000-2010)	<u>DO Phase II</u> (2011-2015)
<u>Duval County</u>		
Residential		
Single Family	0 units	260 units
Multi-family	641 units	1148 units
Hotel	0 rooms	616 rooms
Retail (Commercial)	300,000 s.f.	443,783 s.f.
Office	948,578 s.f.	1,510,032 s.f.

<u>Land Use</u>	<u>Phase I</u> (2000-2005)	<u>Phase II</u> (2006-2010)	<u>Phase III</u> (2011-2015)
<u>St. Johns County</u>			
Residential			
Single Family	0 units	0 units	0 units
Multi-family	0 units	0 units	0 units
Hotel	0 rooms	0 rooms	0 rooms
Retail (Commercial)	0 s.f.	0 s.f.	134,084 s.f.
Office	0 s.f.	0 s.f.	22,000 s.f.

(3) Parcel 8: Parcel 8 may be developed with an aggregate of up to 882,000 square feet of office, which aggregate of 882,000 square feet of office may be developed in any DO Phase of the development of the Project. To the extent 882,000 square feet of development rights are not developed in Parcel 8 within Phase I, Developer shall reserve development rights allocated to Unit II in Phase II as is necessary to afford Flagler the right to develop an aggregate of up to 882,000 square feet of office irrespective of the phase of development of the Project which shall thereafter be deemed automatically allocated to Parcel 8.

(4) Bartram Lakes:

<u>Land Use</u>	<u>DO Phase I</u> (2000-2010)	<u>DO Phase II</u> (2011-2015)
<u>Duval County</u>		
Residential		
Single Family	1,400 units	0 units
Multi-family	922 units	0 units
Hotel	0 rooms	0 rooms
Retail (Commercial)	50,232 s.f.	0 s.f.
Office	259,212 s.f.	0 s.f.

<u>Land Use</u>	<u>DO Phase I</u> (2000-2005)	<u>DO Phase II</u> (2006-2010)	<u>DO Phase III</u> (2011-2015)
<u>St. Johns County</u>			
Residential			
Single Family	0 units	0 units	0 units
Multi-family	0 units	0 units	0 units
Hotel	0 rooms	0 rooms	0 rooms
Retail (Commercial)	0 s.f.	0 s.f.	240,000 s.f.
Office	0 s.f.	0 s.f.	22,830 s.f.

(c) **Pending Modification.** The Parties acknowledge a pending DO modification in St. Johns County, Florida which, among other things, if approved shall reduce the St. Johns' DO to two (2) Phases (Phase I/2,000-2010 and Phase II/2011-2015) (the "DO Modification") and shall provide for (i) 22,830 square feet of Office in Phase I and 22,000 square feet of Office in Phase II and (ii) 240,000 square feet of Retail (Commercial) in Phase I and 134,084 square feet of Retail (Commercial) in Phase II. Upon final approval of the DO Modification, including expiration of all appeal periods, the Unit II Retail and Office development rights shall be allocated in Phase II of the St. Johns DO and the Bartram Lakes Retail and Office development rights shall be allocated in Phase I of the St. Johns DO.

(d) **Land Use Trade Off.** Developer and LandMar (but not Flagler) may each increase one type of land use and simultaneously decrease another type of land use which are allocated to them pursuant to Section 4(b) above; provided (i) such increases and decreases shall be consistent with the "Land Use Exchange Table" as such term is defined in the DO, (ii) LandMar shall not increase one type of land use or decrease another type of land use by more than twenty-five percent (25%) of that allocated to them pursuant to Section 4(b) above, and (iii) notwithstanding any provision herein or in the DO to the contrary, neither Developer, nor LandMar, nor any other property owner may increase one type of land use and simultaneously decrease another type of land use in accordance with the DO if doing so would have the effect of reducing the office square footage reserved for Parcel 8 or reducing the development rights allocated to another property owner under Section 4(b) above. Similarly, neither Developer, nor Flagler, nor any other property owner shall construct single-family or multi-family units within the Project except those that may be in excess of the single-family and multi-family units allocated to Bartram Lakes.

(e) **Changes to DO and DRI.** Notwithstanding any provision or implication of this Declaration to the contrary, Developer, LandMar or Flagler or their Assignees as is appropriate, may seek amendments or other modifications or revisions of either the DO, or the DRI, or the PUD ordinance adopted by Duval County, or the PUD resolution adopted by St. Johns County (i) as required by any agreement between each of the Parties or (ii) affecting their respective properties, subject to the provisions of this paragraph. No Party shall object to any such amendment or other modification or revision; provided, however, that no Party shall effect an amendment or other modification or revision (i) which would reduce the density or intensity of the development rights allocated to the property owned by any other property owner or result in any increase in development exactions to be imposed on any other property owner without the express written consent of the other property owner or (ii) which would, individually or collectively with other amendments or other modifications or revisions, including amendments or other modifications or revisions any Party has the right or the obligation to seek, constitute a substantial deviation under the DRI and Chapter 380 of the Florida Statutes. No Party shall unreasonably withhold its consent to any amendment or other modification or revision of the DO or the DRI that would be, otherwise constitute, cause, or otherwise effect a substantial deviation under Chapter 380 of the Florida Statutes; provided, however that such amendment or other modification or revision shall neither (i) adversely impact the rights of the other Parties or other property owner to complete the development of its portion of the Project in accordance with the DO, nor (ii) increase any development exactions imposed upon the other Parties or other property owner or its portion of the Project, nor (iii) delay the other Parties or other property owner in the exercise of any development right associated with its portion of the Project,

nor (iv) cause the other Parties or other property owner to bear any cost or expense associated with such amendment or other modification or revision.

(f) **Annual Report.** So long as Bartram Investments, LLC (who shall acquire title to Unit I) is the owner of any property within the Project, it shall be the party responsible for the preparation and filing of all reports and information required by the DO to be filed, including, without limitation, all annual reports; provided, however, that Developer shall be entitled to rely on information provided to it by other owners of property within the Project to complete such reports. The owners of all property within the Project shall timely supply to Developer such information as Developer shall reasonably require in order to timely and properly file all reports required by the DO.

(g) **Wetlands Impacts and Wetland/Upland Buffers.** The DO provides that wetlands impacts shall not exceed one hundred (100) acres total for the entire Project. Of that one hundred (100) acres, thirty-two (32) acres are allocated to Bartram Lakes and thirty four and 76/100 (34.76) acres are allocated to Parcel 8. The remainder is allocated to Unit I and Unit II. No development activities, as defined in Section 380.04 of the Florida Statutes, except for activities permitted by the appropriate environmental permitting agencies, are allowed in any of the wetland areas within the Project. Wetland impacts shall be mitigated through the regulatory permitting process.

(h) **Water Conservation Strategies.** Water conservation strategies, including xeriscape landscaping techniques and low-flow plumbing fixtures, shall be incorporated into the construction, operation, and maintenance phases of the development of the Project as provided for in the DO.

(i) **Wells.** Floridian Aquifer wells that do not fall within SJRWMD's specific consumptive use permitting requirements for non-potable water use throughout the Project are prohibited. Any abandoned wells discovered prior to or during development in the Project shall be properly plugged and abandoned in accordance with SJRWMD regulations. Each Development Area owner shall be responsible for the abandoned wells within its respective Development Area.

(j) **Boardwalk.** To protect the water quality of the wetlands associated with Durbin Creek, the Project is limited to one boardwalk that crosses over wetlands, for the purpose of providing non-motorized boat access. The right to construct the boardwalk is allocated to Unit II.

(k) **Transportation.**

1. **FDOT Donation.** The DO requires Developer to donate to FDOT the Interchange Land for the right-of-way for an interchange between State Road 9B and Interstate 95, and the Stormwater Retention Land for stormwater retention for the said interchange. Developer is donating the Interchange Land and the Stormwater Retention Land to FDOT simultaneously with the execution of this Declaration. The Interchange Land shall be used for an interchange or other FDOT road project. The DO provides to Developer the right to require the re-conveyance of the Interchange Land and the Stormwater Retention Land under certain circumstances. (The "Right of Re-Conveyance") Developer hereby agrees that it shall not exercise any Right of Re-conveyance

of the Interchange Land or the Stormwater Retention Land until completion of development of all of the Project.

2. Racetrack Road.

(a) The Racetrack ROW shall be used only (i) for public highway, (ii) for pedestrian and vehicular ingress, egress, and access to and from abutting real property, (iii) for the provision of drainage and utilities, (iv) for the construction, maintenance, repair, and reconstruction of a public highway and drainage utilities facilities, and (v) for other purposes incidental to any and all of the foregoing, but for no other purposes whatsoever; and

(b) The Racetrack ROW shall not be subject to, and neither the owner thereof nor any other person shall subject the Racetrack ROW to, or suffer or permit to exist, any encumbrances of any kind, character, or description whatsoever.

(c) The owner of the Racetrack ROW shall donate the Racetrack ROW in accordance with requirements of the DO.

3. St. Augustine Road.

(a) The St. Augustine ROW shall be used only (i) for public highway, (ii) for pedestrian and vehicular ingress, egress, and access to and from abutting real property, (iii) for the provision of drainage and utilities, (iv) for the construction, maintenance, repair, and reconstruction of a public highway and drainage utilities facilities, and (v) for other purposes incidental to any and all of the foregoing, but for no other purposes whatsoever; and

(b) The St. Augustine ROW shall not be subject to, and neither the owner thereof nor any other person shall subject the St. Augustine ROW to, or suffer or permit to exist, any encumbrances of any kind, character, or description whatsoever, except for temporary utility and access easements.

(c) Flagler shall pay to the City of Jacksonville One Million and 00/100 (\$1,000,000.00) in accordance with the Special Condition VII Transportation of the DO entitled "St. Augustine Road" to be used for the six (6) laning (from four (4) to six (6) lanes) of St. Augustine Road from the western most entrance to the Project on St. Augustin Road to Interstate Highway 95, in accordance with the DO; provided, however that such payment shall not be due any earlier than twelve (12) months after the effective date of the DO. Developer shall have a lien on Parcel 8 to secure payment. If Flagler fails to make such payment, then Developer may foreclose the lien.

(l) **Education Mitigation.** The owner and developer of Bartram Lakes shall donate to the Duval County School Board, within eighteen (18) months after the effective date of the Duval DO, that part of Bartram Lakes described as Parcel 37 on Map H of the DO (the "School Site"), for construction of an elementary school, together with an easement, for ingress and egress to and from the School Site; provided, however, that the owner thereof shall not be required to

convey the School Site prior to commencement of development activity within the Project nor to construct an access road to the School Site until commencement of construction in Parcel 35. The School Site shall be used for an elementary school and for no other purpose. If the School Site is not used by the Duval County School Board within ten (10) years after the effective date of the Duval DO, LandMar shall have the right to repurchase the School Site for One Dollar (\$1.00) and, thereupon, the restriction as to use shall terminate. In addition to donating the School Site, the owner and developer of Bartram Lakes shall donate to the City of Jacksonville a one (1) acre site in the vicinity of the School Site and Park Site described below (the "Library Site"), for construction of a library, together with an easement, for ingress and egress to and from the Library Site. If it is determined by the City of Jacksonville that the Library Site is not needed for a library, the Library Site shall be added to the School Site, to expand it to twenty-one (21) acres, or to the park described below, to expand it to eight (8) acres, at the discretion of the City of Jacksonville. Notwithstanding any provision or implication of this Declaration to the contrary, the owner and developer of Bartram Lakes, with the consent of the affected governmental entities and in compliance with the DO, may change the size, configuration and location of the School Site and/or the Library Site without the consent of any other Party or other property owners with the Project.

(m) **Recreation and Open Space.** That part of Bartram Lakes described as Parcel 36 on Map H of the DO (the "Park Site"), being seven (7) acres, shall be used for park purposes. The owner and developer of Bartram Lakes shall grade and seed the park, shall provide ingress and egress to the Park Site, sufficient unpaved parking, and soccer fields as determined to be necessary by the Director of the City of Jacksonville's Department of Parks, Recreation and Entertainment and the Duval County School Board. The Park site shall be conveyed to an owner's association at the time of completion, which shall be no later than 2005. Notwithstanding any provision or implication of this Declaration to the contrary, the owner and developer of Bartram Lakes, with the consent of the affected governmental entities and in compliance with the DO, may change the size, configuration and location of the Park Site without the consent of any other property owners with the Project.

5. **Duration.** Except as otherwise provided herein, each covenant, condition, and restriction contained in this Declaration shall exist in perpetuity, unless the Declarants or their Assignees agree, in writing, to the contrary.

6. **Covenants Run With the Land.** Each covenant, condition and restriction contained herein shall run with title to the Project or the Right of Re-Conveyance, as applicable and shall be binding upon Declarants and each of their successors in interest as owners the Project or the Right of Re-Conveyance and only during their period of such ownership. The provisions of this Declaration shall be enforceable only by Declarants and those successors in interest of Declarant to whom are assigned the right to enforce this Declaration by an assignment specifically referencing this Declaration and recorded in the public records of Duval and St. Johns County, Florida (an "Assignee"). The Parties acknowledge that Bartram Investments, LLC and Winslow Farms, Ltd. are hereby assigned the right to enforce this Declaration and shall constitute Assignees under the terms of this Agreement, by virtue of their acquisition of Unit I and Unit II respectively.

7. **Privity of Contract and/or Estate.** This Declaration will create privity of contract and/or estate with and among Declarants and their Assignees. In the event of the breach of any of

the terms, agreements, covenants, conditions, or restrictions contained herein, any Declarant or its Assignee will be entitled to full and adequate relief by all available legal and equitable remedies from any consequence of such breach, including specific performance of any obligation to convey or improve certain properties for school, library or park uses as provided for herein, and all costs and expenses of any suit or proceeding for enforcement, including reasonable attorneys' fees, will be assessed against the defaulting owner.

8. **Injunctive Relief.** In the event of any violation or threatened violation by any owner, of any of the terms, agreements, covenants, conditions, and restrictions contained in addition to the other remedies herein provided or by law, any Declarant or its Assignee shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction and shall be entitled to recover the costs and a reasonable attorney's fee for bringing such action.

9. **Amendment and Modification Provision.** Except as provided elsewhere herein, this Declaration may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the consent of the owner of the Development Areas affected by the modification or rescission at the time of such modification or rescission and, then, only by a written instrument duly executed and acknowledged by the requisite parties, duly recorded in the public records of Duval County, Florida, and St. Johns County, Florida. In addition to any other rights reserved herein, Declarants reserve to the owner of Unit I the right to amend this Declaration without the joinder and consent of any other Declarant, Assignee or owner for the purpose of correcting scrivener's error or incorporating any restriction specifically required under the DO, as of the date hereof.

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

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

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

13. **Common Ownership of Project.** The ownership of the entire Project by the same Party shall not cause the termination of this Declaration.

14. **Consent In Writing.** Whenever it is provided in this Declaration that written permission, consent, or approval is required, such permission, consent, or approval shall not be unreasonable withheld. Except as otherwise expressly provided herein, failure to respond in writing to a request within thirty (30) days from the date of the request shall constitute an unqualified and irrevocable permission for, consent to, or approval of the matter so requested. If there exists a

demand for modification of the terms of this Declaration, it shall be deemed unreasonable to withhold consent or approval without just cause.

15. **Notices.** Any notice required or permitted under this Declaration shall be deemed sufficiently given if given personally or by certified mail, postage prepaid, return receipt requested, at the following address of the Party to be notified or at such other address as the Party to be notified shall designate by written notice given to the other parties and recorded in the public records:

BARTRAM PARK, LTD.
13361 Atlantic Boulevard
Jacksonville, Florida 32225
Attention: Mr. J. Thomas Dodson, Jr.
Facsimile: (904) 221-2402

with a copy to:

CARLTON FIELDS, P.A.
200 Central Avenue, Suite 2300
St. Petersburg, Florida 33701
Attention: Joel B. Giles, Esquire
Facsimile: (727) 822-3768

and with a copy to:

BANKATLANTIC, a Federal Savings Bank
1750 East Sunrise Boulevard, 2nd Floor
Fort Lauderdale, Florida 33304

FLAGLER DEVELOPMENT COMPANY
10151 Deerwood Park Boulevard
Building 100, Suite 330
Jacksonville, Florida 32256
Attention: Mr. G. John Carey
Facsimile: (904) 565-4144

with a copy to:

PAPPAS, METCALF, JENKS & MILLER
200 West Forsyth Street, Suite 1400
Jacksonville, Florida 32202
Attention: Steven B. Greenhut, Esquire
Facsimile: (904) 353-5217

10161 Centurion Parkway North
Suite 190
Jacksonville, Florida 32256
Attention: Mr. Edward E. Burr
Facsimile: (904) 998-9011

with a copy to

PAPPAS, METCALF, JENKS & MILLER
200 West Forsyth Street, Suite 1400
Jacksonville, Florida 32202
Attention: Frank E. Miller, Esquire
Facsimile: (904) 353-5217

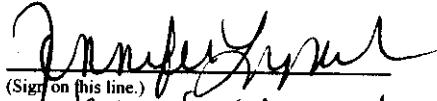
16. **Estoppel Certificates**. Recognizing that the Parties may find it necessary to establish to third parties the then current status or performance hereunder, any Party on the written request of any other Party made from time to time, will promptly furnish a written statement on the status of any matter (including the performance of the conveyance or payment obligations contemplated hereunder) pertaining to this Declaration.

17. **Acknowledgment and Release**. As such time as any Party shall have performed an obligation set forth pursuant to the term of this Declaration such that the obligations set forth herein are fully and completely performed, in particular those requirements set forth in subsections 4(k), (l) and (m) upon reasonable evidence of the satisfaction of such performance obligation by the Party so obligated the other Declarants and their Assignees shall deliver an acknowledgment for recording in the public records of St. Johns and Duval County, Florida which shall acknowledge the performance of such obligations and the amendment of this Declaration which shall be effective to evidence full satisfaction of such obligations.

18. **Third Party Beneficiary**. This Agreement constitutes an agreement between the Declarants and their Assignees as to the provisions contained herein. Notwithstanding anything contained herein to the contrary, this Agreement is not intended nor shall be construed to create any rights or remedies as to third parties including but not limited to successors of Declarants who do not constitute Assignees of the rights hereunder as defined in this Declaration. No party shall constitute a third party beneficiary to the terms of this Agreement.

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

WITNESSES:


(Sign on this line.)

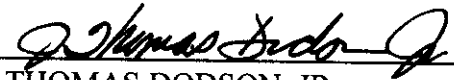
Jennifer Lynch
(Print name legibly on this line.)


(Sign on this line.)

Steven Greenhut
(Print name legibly on this line.)

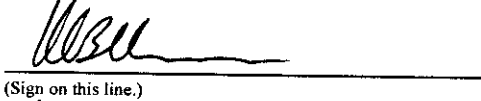
BARTRAM PARK, LTD.

By: BARTRAM TRADING COMPANY,
its sole General Partner

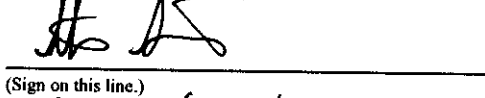
By: 
J. THOMAS DODSON, JR.,
its President

(CORPORATE SEAL)

WITNESSES:


(Sign on this line.)

KARL B. HANSON III
(Print name legibly on this line.)


(Sign on this line.)

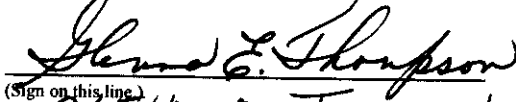
Steven Greenhut
(Print name legibly on this line.)

FLAGLER DEVELOPMENT COMPANY

By: 
G. JOHN CAREY
its President

(CORPORATE SEAL)

WITNESSES:


(Sign on this line.)


GLENNA E. THOMPSON
(Print name legibly on this line.)


(Sign on this line.)

BETTY MARIOTTI
(Print name legibly on this line.)

BARTRAM LAKES, LLC

By: LANDMAR MANAGEMENT, ^{LLC}~~INC.~~
its Manager

By: 
EDWARD E. BURR
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ___ day of April, 2001, by J. THOMAS DODSON, JR., as President BARTRAM TRADING COMPANY, a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has shown _____ as identification.

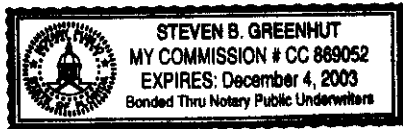


[Signature]
(Sign on this line.)
STEVEN GREENHUT
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____
(SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ___ day of April, 2001, by G. JOHN CAREY, as President of FLAGLER DEVELOPMENT COMPANY a corporation organized and existing under the laws of the State of Florida, who is personally known to me or has shown _____ as identification.



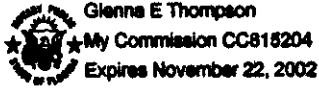
[Signature]
(Sign on this line.)
STEVEN GREENHUT
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____
(SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 26th day of April, 2001, by EDWARD E. BURR, as President of LANDMAR MANAGEMENT, ~~INC.~~ ^{LLC}, the Manager of BARTRAM LAKES, LLC, a limited liability corporation organized and existing under the laws of the State of Florida, who is personally known to me or has shown _____ as identification.

Glenn E. Thompson
(Sign on this line.)
GLENN E. THOMPSON
(Print name legibly on this line.)



NOTARY PUBLIC, State of Florida

COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

EXHIBIT A

TRACT 3

Book 9977 Page 54

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

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, 649.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, A DISTANCE OF 179.00 FEET; THENCE SOUTH $11^{\circ}30'19''$ WEST, 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 57.00 FEET, AN ARC DISTANCE OF 18.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $21^{\circ}00'43''$ WEST, 18.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE

ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 163.00 FEET, AN ARC DISTANCE OF 108.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°30'18" WEST, 106.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 57.00 FEET, AN ARC DISTANCE OF 18.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°59'59" WEST, 18.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 11°30'19" WEST, 553.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1076.32 FEET, AN ARC DISTANCE OF 941.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°33'11" EAST, 911.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°36'40" EAST, 248.14 FEET; THENCE NORTH 51°23'20" EAST, 12.00 FEET; THENCE SOUTH 38°36'40" EAST, 852.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 935.68 FEET, AN ARC DISTANCE OF 376.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°04'38" EAST, 374.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°32'36" EAST, 1089.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1064.32 FEET, AN ARC DISTANCE OF 482.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°31'17" EAST, 478.04 FEET TO POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 471.75 FEET, AN ARC DISTANCE OF 25.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°02'16" EAST, 25.33 FEET; THENCE NORTH 45°25'26" EAST, 143.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 328.75 FEET, AN ARC DISTANCE OF 17.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°02'16" WEST, 17.65 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 921.32 FEET, AN ARC DISTANCE OF 417.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°31'17" WEST, 413.81 FEET TO POINT OF TANGENCY; THENCE NORTH 15°32'36" WEST, 1089.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1078.68 FEET, AN ARC DISTANCE OF 25.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 16°13'22" WEST, 25.58 FEET; THENCE NORTH 73°05'53" EAST, 12.00 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

SOUTHWESTERLY, HAVING A RADIUS OF 1090.68 FEET, AN ARC DISTANCE OF 413.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°45'24" WEST, 410.79 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°36'40" WEST, 840.13 FEET; THENCE NORTH 51°23'20" EAST, 12.00 FEET; THENCE NORTH 38°36'40" WEST, 260.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 897.32 FEET, AN ARC DISTANCE OF 784.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°33'10" WEST, 760.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11°30'19" EAST, 553.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.50 FEET, AN ARC DISTANCE OF 11.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°00'40" EAST, 11.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 184.50 FEET, AN ARC DISTANCE OF 122.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°30'19" EAST, 120.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.50 FEET, AN ARC DISTANCE OF 11.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°59'53" EAST, 11.73 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11°30'19" EAST, 104.91 FEET TO THE POINT OF BEGINNING.

COMPOSITE OF TRACTS 3A, 26, 28, 28A AND 29

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

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST: COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET; THENCE NORTH $78^{\circ}31'34''$ WEST, 853.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $11^{\circ}30'19''$ WEST, 104.79 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, AN ARC DISTANCE OF 10.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH $21^{\circ}00'46''$ WEST, 10.57 FEET TO THE POINT OF REVERSE

CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 188.00 FEET, AN ARC DISTANCE OF 124.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 11°30'18" WEST, 122.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, AN ARC DISTANCE OF 10.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 01°59'58" WEST, 10.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 11°30'19" WEST, 553.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1101.32 FEET, AN ARC DISTANCE OF 963.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 13°33'11" EAST, 932.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°36'40" EAST, 273.14 FEET; THENCE NORTH 51°23'20" EAST, 12.00 FEET; THENCE SOUTH 38°36'40" EAST, 598.82 FEET; THENCE SOUTH 66°15'26" WEST, 638.84 FEET; THENCE SOUTH 08°01'18" EAST, 253.23 FEET; THENCE SOUTH 88°19'15" WEST, 225.03 FEET; THENCE SOUTH 85°10'58" WEST, 195.66 FEET; THENCE SOUTH 55°30'57" WEST, 202.80 FEET; THENCE SOUTH 35°53'20" EAST, 132.18 FEET; THENCE SOUTH 52°36'46" WEST, 460.60 FEET; THENCE SOUTH 39°01'21" WEST, 230.84 FEET; THENCE NORTH 67°32'01" WEST, 164.89 FEET; THENCE NORTH 23°48'22" EAST, 198.21 FEET; THENCE NORTH 17°26'51" WEST, 218.74 FEET; THENCE NORTH 10°36'42" EAST, 613.33 FEET; THENCE NORTH 21°00'11" WEST, 678.16 FEET; THENCE NORTH 15°16'45" WEST, 490.53 FEET; THENCE NORTH 16°31'55" WEST, 306.55 FEET; THENCE NORTH 18°35'58" EAST, 312.80 FEET; THENCE NORTH 06°08'41" WEST, 185.24 FEET; THENCE NORTH 76°13'42" WEST, 330.49 FEET; THENCE NORTH 45°14'42" WEST, 196.29 FEET; THENCE NORTH 47°17'09" WEST, 115.61 FEET; THENCE SOUTH 66°09'33" WEST, 70.94 FEET; THENCE NORTH 21°14'15" WEST, 213.98 FEET; THENCE NORTH 15°27'14" WEST, 368.98 FEET; THENCE NORTH 13°59'47" WEST, 279.65 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); AND TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 77°54'30" EAST, 125.93 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 78°31'34" EAST, 2135.99 FEET TO THE POINT OF BEGINNING.

COMPOSITE OF TRACTS 3B AND 16

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

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}06'12''$ EAST, ALONG THE EAST LINE OF SAID SECTION 25 ALSO BEING THE WEST LINE OF SAID SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY, 223.31 FEET; THENCE SOUTH $80^{\circ}30'01''$ WEST, 77.40 FEET; THENCE SOUTH $46^{\circ}45'12''$ WEST, 87.30 FEET; THENCE SOUTH $56^{\circ}23'29''$ WEST, 72.90 FEET; THENCE SOUTH $64^{\circ}50'46''$ WEST, 206.23 FEET; THENCE SOUTH $51^{\circ}57'49''$ WEST, 180.06 FEET; THENCE SOUTH $18^{\circ}51'38''$ WEST, 136.24 FEET; THENCE SOUTH $26^{\circ}28'19''$ WEST, 132.71 FEET; THENCE NORTH $75^{\circ}33'54''$ WEST, 97.11 FEET; THENCE SOUTH $69^{\circ}24'53''$ WEST, 106.32 FEET; THENCE SOUTH $33^{\circ}27'58''$ WEST, 87.59 FEET; THENCE SOUTH $26^{\circ}26'03''$ WEST, 71.71 FEET; THENCE SOUTH $11^{\circ}59'47''$ WEST, 57.29 FEET; THENCE SOUTH $75^{\circ}04'49''$ WEST, 27.43 FEET; THENCE SOUTH $53^{\circ}03'11''$ WEST, 30.33 FEET; THENCE SOUTH $45^{\circ}25'26''$ WEST, 168.00 FEET TO AN ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 26.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $43^{\circ}02'16''$ WEST, 26.67 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $31^{\circ}20'57''$ WEST, 383.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $59^{\circ}29'45''$ WEST, 1015.20 FEET; THENCE NORTH $39^{\circ}10'10''$ WEST, 243.35 FEET; THENCE SOUTH $72^{\circ}12'31''$ WEST, 102.64 FEET; THENCE NORTH $13^{\circ}07'39''$ WEST, 233.12 FEET; THENCE NORTH $57^{\circ}34'48''$ EAST, 347.65 FEET; THENCE NORTH $05^{\circ}28'39''$ WEST, 393.20 FEET; THENCE NORTH $63^{\circ}14'11''$ EAST, 779.24 FEET; THENCE SOUTH $15^{\circ}32'36''$ EAST, 722.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 107.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $18^{\circ}22'16''$ EAST, 107.48 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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COMPOSITE OF TRACTS 3C, 10 AND 13

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24, ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY; THENCE NORTH $00^{\circ}43'26''$ WEST, 1767.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $78^{\circ}17'06''$ WEST, 13.41 FEET; THENCE SOUTH $82^{\circ}19'09''$ WEST, 78.31 FEET; THENCE SOUTH $70^{\circ}06'27''$ WEST, 85.16 FEET; THENCE SOUTH $62^{\circ}22'59''$ WEST, 83.46 FEET; THENCE SOUTH $55^{\circ}24'08''$ WEST, 41.54 FEET; THENCE SOUTH $58^{\circ}13'09''$ WEST, 53.87 FEET; THENCE SOUTH $61^{\circ}14'17''$ WEST, 102.60 FEET; THENCE SOUTH $69^{\circ}29'05''$ WEST, 94.95 FEET; THENCE SOUTH $88^{\circ}17'45''$ WEST, 76.27 FEET; THENCE NORTH $22^{\circ}35'03''$ WEST, 52.79 FEET; THENCE NORTH $13^{\circ}01'59''$ EAST, 57.89 FEET; THENCE NORTH $42^{\circ}16'17''$ EAST, 183.36 FEET; THENCE NORTH $03^{\circ}22'47''$ EAST, 73.73 FEET; THENCE SOUTH $85^{\circ}27'35''$ WEST, 67.91 FEET; THENCE SOUTH $72^{\circ}18'27''$ WEST, 156.82 FEET; THENCE SOUTH $72^{\circ}17'58''$ WEST, 94.70 FEET; THENCE SOUTH $71^{\circ}55'19''$ WEST, 68.78 FEET; THENCE NORTH $44^{\circ}07'49''$ WEST, 35.92 FEET; THENCE SOUTH $78^{\circ}50'54''$ WEST, 98.59 FEET; THENCE NORTH $80^{\circ}15'28''$ WEST, 94.24 FEET; THENCE NORTH $87^{\circ}12'24''$ WEST, 106.41 FEET; THENCE SOUTH $80^{\circ}46'33''$ WEST, 108.14 FEET; THENCE SOUTH $62^{\circ}52'35''$ WEST, 50.94 FEET; THENCE SOUTH $50^{\circ}04'43''$ WEST, 99.47 FEET; THENCE SOUTH $46^{\circ}14'28''$ WEST, 104.08 FEET; THENCE SOUTH $86^{\circ}58'57''$ WEST, 107.59 FEET; THENCE SOUTH $87^{\circ}21'01''$ WEST, 88.48 FEET; THENCE SOUTH $68^{\circ}55'30''$ WEST, 79.53 FEET; THENCE NORTH $28^{\circ}58'18''$ WEST, 37.86 FEET; THENCE NORTH $14^{\circ}07'59''$ WEST, 72.00 FEET; THENCE NORTH $38^{\circ}41'30''$ WEST, 58.61 FEET; THENCE NORTH $73^{\circ}25'26''$ WEST, 98.73 FEET; THENCE NORTH $86^{\circ}28'21''$ WEST, 124.82 FEET; THENCE NORTH $77^{\circ}13'28''$ WEST, 108.03 FEET; THENCE NORTH $57^{\circ}42'36''$ WEST, 87.16 FEET; THENCE SOUTH $61^{\circ}58'33''$ WEST, 184.23 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 897.32 FEET, AN ARC DISTANCE OF 695.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $10^{\circ}42'03''$ WEST, 678.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH $11^{\circ}30'19''$ EAST, 553.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.50 FEET, AN ARC DISTANCE OF 11.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $21^{\circ}00'40''$ EAST, 11.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 184.50 FEET, AN ARC DISTANCE OF 122.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $11^{\circ}30'19''$ EAST, 120.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.50 FEET, AN ARC DISTANCE OF 11.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND A DISTANCE OF NORTH 01°59'53" EAST, 11.73 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11°30'19" EAST, 104.91 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) THENCE SOUTH 78°31'34" EAST, ALONG LAST SAID LINE, 649.39 FEET TO THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64) AND TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG SAID SERVICE ROAD RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 61°01'22" EAST, 52.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 80°56'40" EAST, 166.98 FEET TO THE POINT OF NON TANGENCY; COURSE NO. 3: SOUTH 83°26'00" EAST, 936.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 4: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°46'30" EAST, 51.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 5: THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 39°16'15" EAST, 470.22 FEET TO THE POINT OF TANGENCY; COURSE NO. 6: SOUTH 40°25'29" EAST, 308.24 FEET; TO EASTERLY LINE OF SAID SECTION 24; THENCE SOUTH 00°43'26" EAST, 515.78 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BORROW PIT NO. 5 (O.R.V. 2346, PAGE 137)

THAT PART OF:

THE N ½ OF THE SE ¼ AND S ½ OF THE NE ¼, SOUTHERLY OF OLD ST. AUGUSTINE ROAD, OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST;

- (A) DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE EAST BOUNDARY OF AFORESAID SECTION 25 LOCATED 2621.39 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE RUN NORTH 40°23'54" WEST 48.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEASTERLY, WITH A RADIUS OF 11,459.16 FEET; THENCE NORTHWESTERLY 516.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°34'55" TO A POINT; THENCE NORTH 86°02'39" WEST

921.55 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHERLY WITH A RADIUS OF 2864.79 FEET AND A CENTRAL ANGLE OF $07^{\circ}42'40''$; THENCE NORTHWESTERLY 385.56 FEET ALONG SAID CURVE TO THE END OF CURVE; THENCE NORTH $78^{\circ}19'59''$ WEST 92.89 FEET; THENCE SOUTH $11^{\circ}40'01''$ WEST 160 FEET TO THE POINT OF BEGINNING OF BORROW PIT NO. 5; THENCE SOUTH $78^{\circ}19'59''$ EAST 500 FEET; THENCE SOUTH $00^{\circ}40'01''$ WEST 900 FEET; THENCE NORTH $78^{\circ}19'59''$ WEST 1000 FEET; THENCE NORTH $11^{\circ}40'01''$ EAST 300 FEET; THENCE SOUTH $78^{\circ}19'59''$ EAST 500 FEET; THENCE NORTH $11^{\circ}40'01''$ EAST 600 FEET TO THE POINT OF BEGINNING.

AND

- (B) LYING EASTERLY AND WITHIN 40 FEET OF HAUL ROAD SURVEY LINE DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF BEGINNING OF BORROW PIT NO. 5 AS LOCATED ABOVE AND RUN NORTH $11^{\circ}40'01''$ EAST 160 FEET TO THE END OF SAID SURVEY LINE.

CONTAINING 0.09 ACRE, MORE OR LESS, EXCLUSIVE OF EXISTING ROAD RIGHT OF WAY AND RIGHT OF WAY FOR STATE ROAD 9, SECTION 72280.

TRACT 12

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

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $50^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, 828.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $11^{\circ}30'19''$ WEST, 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A

RADIUS OF 57.00 FEET, AN ARC DISTANCE OF 18.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°00'43" WEST, 18.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 163.00 FEET, AN ARC DISTANCE OF 108.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°30'18" WEST, 106.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 57.00 FEET, AN ARC DISTANCE OF 18.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°59'59" WEST, 18.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 11°30'19" WEST, 553.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1076.32 FEET, AN ARC DISTANCE OF 941.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°33'11" EAST, 911.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°36'40" EAST, 248.14 FEET; THENCE NORTH 51°23'20" EAST, 12.00 FEET; THENCE SOUTH 38°36'40" EAST, 852.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 935.68 FEET, AN ARC DISTANCE OF 376.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°04'38" EAST, 374.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°32'36" EAST, 1089.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1064.32 FEET, AN ARC DISTANCE OF 482.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°31'17" EAST, 478.04 FEET TO POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 471.75 FEET, AN ARC DISTANCE OF 25.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°02'16" EAST, 25.33 FEET; THENCE SOUTH 45°25'26" WEST, 25.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 26.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°02'16" WEST, 26.67 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 493.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF

NORTH 28°31'17" WEST, 489.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 15°32'36" WEST, 1089.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 910.68 FEET, AN ARC DISTANCE OF 366.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°04'38" WEST, 364.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°36'40" WEST, 827.13 FEET; THENCE SOUTH 51°23'20" WEST, 12.00 FEET; THENCE NORTH 38°36'40" WEST, 273.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1101.32 FEET, AN ARC DISTANCE OF 963.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°33'11" WEST, 932.90 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11°30'19" EAST, 553.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 32.00 FEET, AN ARC DISTANCE OF 10.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°59'58" EAST, 10.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 188.00 FEET, AN ARC DISTANCE OF 124.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°30'18" EAST, 122.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 32.00 FEET, AN ARC DISTANCE OF 10.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°00'46" EAST, 10.57 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11°30'19" EAST, 104.79 FEET TO SAID LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD; THENCE SOUTH 78°31'34" EAST, ALONG LAST SAID LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

TRACT 30

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

BEGIN AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}06'12''$ EAST, ALONG THE EASTERLY LINE OF SAID SECTION 25 ALSO BEING THE WESTERLY LINE OF SAID SECTION 30, 223.31 FEET; THENCE SOUTH $80^{\circ}30'01''$ WEST, 77.40 FEET; THENCE SOUTH $46^{\circ}45'12''$ WEST, 87.30 FEET; THENCE SOUTH $56^{\circ}23'29''$ WEST, 72.90 FEET; THENCE SOUTH $64^{\circ}50'46''$ WEST, 206.23 FEET; THENCE SOUTH $51^{\circ}57'49''$ WEST, 180.06 FEET; THENCE SOUTH $18^{\circ}51'38''$ WEST, 136.24 FEET; THENCE SOUTH $26^{\circ}28'19''$ WEST, 132.71 FEET; THENCE NORTH $75^{\circ}33'54''$ WEST, 97.11 FEET; THENCE SOUTH $69^{\circ}24'53''$ WEST, 106.32 FEET; THENCE SOUTH $33^{\circ}27'58''$ WEST, 87.59 FEET; THENCE SOUTH $26^{\circ}26'03''$ WEST, 71.71 FEET; THENCE SOUTH $11^{\circ}59'47''$ WEST, 57.29 FEET; THENCE SOUTH $75^{\circ}04'49''$ WEST, 27.43 FEET; THENCE SOUTH $53^{\circ}03'11''$ WEST, 30.33 FEET TO AN ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 328.75 FEET, AN ARC DISTANCE OF 17.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $43^{\circ}02'16''$ WEST, 17.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 921.32 FEET, AN ARC DISTANCE OF 417.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $28^{\circ}31'17''$ WEST, 413.81 FEET TO THE POINT OF TANGENCY; THENCE NORTH $15^{\circ}32'36''$ WEST, 1089.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1078.68 FEET, AN ARC DISTANCE OF 25.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $16^{\circ}13'22''$ WEST, 25.58 FEET; THENCE NORTH $73^{\circ}05'53''$ EAST, 12.00 FEET TO AN ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1090.68, AN ARC DISTANCE OF 50.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $18^{\circ}13'43''$ WEST, 50.51 FEET; THENCE NORTH $90^{\circ}00'00''$ EAST, 1471.25 FEET TO THE EASTERLY LINE OF SAID SECTION 24 ALSO BEING THE WESTERLY LINE OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE SOUTH $00^{\circ}43'26''$ EAST, ALONG LAST SAID LINE, 487.47 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

DRAINAGE PARCEL NO. 2

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 288.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $15^{\circ}27'14''$ EAST, 80.00 FEET; THENCE SOUTH $74^{\circ}32'46''$

WEST, 200.00 FEET; THENCE NORTH 15°27'14" WEST, 80.00 FEET; THENCE
NORTH 74°32'46" EAST, 200.00 FEET TO THE POINT OF BEGINNING.

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TOGETHER WITH

DRAINAGE PARCEL NO. 3

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH

47°17'09" EAST, 115.61 FEET; THENCE SOUTH 45°14'42" EAST 196.29 FEET; THENCE SOUTH 76°13'42" EAST, 330.49 FEET; THENCE SOUTH 06°08'41" EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 36.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 21°00'11" EAST, 80.20 FEET; THENCE SOUTH 64°56'24" WEST, 254.83 FEET; THENCE NORTH 25°03'36" WEST, 80.00 FEET; THENCE NORTH 64°56'24" EAST, 260.51 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

DRAINAGE PARCEL NO. 4

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH

47°17'09" EAST, 115.61 FEET; THENCE SOUTH 45°14'42" EAST 196.29 FEET; THENCE SOUTH 76°13'42" EAST, 330.49 FEET; THENCE SOUTH 06°08'41" EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET; THENCE SOUTH 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51" EAST, 218.74 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET; THENCE SOUTH 67°32'01" EAST, 42.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 67°32'01" EAST, 80.00 FEET; THENCE SOUTH 22°27'59" WEST, 200.00 FEET; THENCE NORTH 67°32'01" WEST, 80.00 FEET; THENCE NORTH 22°27'59" EAST, 200.00 FEET TO THE POINT OF BEGINNING.

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TOGETHER WITH

DRAINAGE PARCEL NO. 5

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61 FEET; THENCE SOUTH $45^{\circ}14'42''$ EAST 196.29 FEET; THENCE SOUTH $76^{\circ}13'42''$ EAST, 330.49 FEET;

THENCE SOUTH 06°08'41" EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET; THENCE SOUTH 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51" EAST, 218.74 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET; THENCE SOUTH 67°32'01" EAST, 164.89 FEET; THENCE NORTH 39°01'21" EAST, 230.84 FEET; THENCE NORTH 52°36'46" EAST, 460.60 FEET; THENCE NORTH 35°53'20" WEST, 132.18 FEET; THENCE NORTH 55°30'57" EAST, 202.80 FEET; THENCE NORTH 85°10'58" EAST, 195.66 FEET; THENCE NORTH 88°19'15" EAST, 225.03 FEET; THENCE NORTH 08°01'18" WEST, 253.23 FEET; THENCE NORTH 66°15'26" EAST, 638.84 FEET; THENCE SOUTH 38°36'40" EAST, 53.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 38°36'40" EAST, 100.00 FEET; THENCE SOUTH 51°23'20" WEST, 300.00 FEET; THENCE NORTH 38°36'40" WEST, 100.00 FEET; THENCE NORTH 51°23'20" EAST, 300.00 FEET TO THE POINT OF BEGINNING.

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TOGETHER WITH

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DRAINAGE PARCEL NO. 6

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH

66°09'33" EAST, 70.94 FEET; THENCE SOUTH 47°17'09" EAST, 115.61
 FEET; THENCE SOUTH 45°14'42" EAST 196.29 FEET; THENCE SOUTH
 76°13'42" EAST, 330.49 FEET; THENCE SOUTH 06°08'41" EAST, 185.24
 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH
 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53
 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET; THENCE SOUTH
 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51" EAST, 218.74
 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET; THENCE SOUTH
 67°32'01" EAST, 164.89 FEET; THENCE NORTH 39°01'21" EAST, 230.84
 FEET; THENCE NORTH 52°36'46" EAST, 460.60 FEET; THENCE NORTH
 35°53'20" WEST, 132.18 FEET; THENCE NORTH 55°30'57" EAST, 202.80
 FEET; THENCE NORTH 85°10'58" EAST, 195.66 FEET; THENCE NORTH
 88°19'15" EAST, 225.03 FEET; THENCE NORTH 08°01'18" WEST, 253.23
 FEET; THENCE NORTH 66°15'26" EAST, 638.84 FEET; THENCE SOUTH
 38°36'40" EAST, 228.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO
 THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE,
 CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.68 FEET, AN ARC
 DISTANCE OF 366.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD
 BEARING AND DISTANCE OF SOUTH 27°04'39" EAST, 364.17 FEET TO THE
 POINT OF TANGENCY; THENCE SOUTH 15°32'36" EAST, 366.95 FEET; THENCE
 SOUTH 63°14'11" WEST, 779.24 FEET; THENCE SOUTH 05°28'39" EAST,
 22.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH
 05°28'39" EAST, 150.62 FEET; THENCE SOUTH 61°34'00" WEST, 42.24
 FEET; THENCE NORTH 13°59'21" WEST, 42.87 FEET; THENCE SOUTH
 67°41'40" WEST, 316.67 FEET; THENCE NORTH 22°18'20" WEST, 80.00
 FEET; THENCE NORTH 67°41'40" EAST, 328.37 FEET; THENCE NORTH
 13°59'21" WEST, 29.76 FEET; THENCE NORTH 70°34'20" EAST, 63.49 FEET
 TO THE POINT OF BEGINNING.

TOGETHER WITH

DRAINAGE PARCEL NO. 7

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61 FEET; THENCE SOUTH $45^{\circ}14'42''$ EAST 196.29 FEET; THENCE SOUTH $76^{\circ}13'42''$ EAST, 330.49 FEET;

THENCE SOUTH $06^{\circ}08'41''$ EAST, 185.24 FEET; THENCE SOUTH $18^{\circ}35'58''$ WEST, 312.80 FEET; THENCE SOUTH $16^{\circ}31'55''$ EAST, 306.55 FEET; THENCE SOUTH $15^{\circ}16'45''$ EAST, 490.53 FEET; THENCE SOUTH $21^{\circ}00'11''$ EAST, 678.16 FEET; THENCE SOUTH $10^{\circ}36'42''$ WEST, 613.33 FEET; THENCE SOUTH $17^{\circ}26'51''$ EAST, 218.74 FEET; THENCE SOUTH $23^{\circ}48'22''$ WEST, 198.21 FEET; THENCE SOUTH $67^{\circ}32'01''$ EAST, 164.89 FEET; THENCE NORTH $39^{\circ}01'21''$ EAST, 230.84 FEET; THENCE NORTH $52^{\circ}36'46''$ EAST, 460.60 FEET; THENCE NORTH $35^{\circ}53'20''$ WEST, 132.18 FEET; THENCE NORTH $55^{\circ}30'57''$ EAST, 202.80 FEET; THENCE NORTH $85^{\circ}10'58''$ EAST, 195.66 FEET; THENCE NORTH $88^{\circ}19'15''$ EAST, 225.03 FEET; THENCE NORTH $08^{\circ}01'18''$ WEST, 253.23 FEET; THENCE NORTH $66^{\circ}15'26''$ EAST, 638.84 FEET; THENCE SOUTH $38^{\circ}36'40''$ EAST, 228.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.68 FEET, AN ARC DISTANCE OF 366.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $27^{\circ}04'39''$ EAST, 364.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $15^{\circ}32'36''$ EAST, 366.95 FEET; THENCE SOUTH $63^{\circ}14'11''$ WEST, 779.24 FEET; THENCE SOUTH $05^{\circ}28'39''$ EAST, 393.20 FEET; THENCE SOUTH $57^{\circ}34'48''$ WEST, 347.65 FEET; THENCE SOUTH $13^{\circ}07'39''$ EAST, 153.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $13^{\circ}07'39''$ EAST, 80.00 FEET; THENCE SOUTH $76^{\circ}52'21''$ WEST, 200.00 FEET; THENCE NORTH $13^{\circ}07'39''$ WEST, 80.00 FEET; THENCE NORTH $76^{\circ}52'21''$ EAST, 200.00 FEET TO THE POINT OF BEGINNING.

TRACT 7

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 31 AND 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND SECTIONS 6 AND 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}18'46''$ EAST, ALONG THE EAST LINE OF SAID SECTION 6, ALSO BEING THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 136.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $01^{\circ}18'46''$ EAST, ALONG LAST SAID LINE, 153.35 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A VARIABLE WIDTH R/W AS PER S.R.D. R/W MAP SECTION 72000-2528) AND THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1178.80 FEET, AN ARC DISTANCE OF 303.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $50^{\circ}26'43''$ WEST, 302.88 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: SOUTH $43^{\circ}03'51''$ WEST, 1222.16 FEET; COURSE NO. 3: SOUTH $67^{\circ}46'00''$ WEST, 110.07 FEET; COURSE NO. 4: SOUTH $43^{\circ}03'50''$ WEST, 157.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1012.35 FEET, AN ARC DISTANCE OF 264.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $50^{\circ}33'08''$ WEST, 263.86 FEET; THENCE NORTH $38^{\circ}24'05''$ WEST, 134.98 FEET TO A POINT LYING 134 FEET NORTHERLY OF AND PARALLEL TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD AND THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 878.35 FEET, AN ARC DISTANCE OF 244.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $51^{\circ}02'46''$ EAST, 243.94 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH $43^{\circ}03'50''$ EAST, 186.92 FEET; COURSE NO. 3: NORTH $67^{\circ}46'00''$ EAST, 110.07 FEET; COURSE NO. 4: NORTH $43^{\circ}03'51''$ EAST, 1192.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.80 FEET, AN ARC DISTANCE OF 416.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $52^{\circ}09'47''$ EAST, 415.21 FEET TO THE POINT OF BEGINNING.

TRACT 7A

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2386.85 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE No. 95 (A 300 FEET RIGHT-OF-WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403); THENCE SOUTH $40^{\circ}25'29''$ EAST ALONG LAST SAID LINE, 17323.13 FEET TO THE INTERSECTION WITH A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR TO THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF RACETRACK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY AS SHOWN ON SAID STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403) AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $86^{\circ}16'01''$ WEST, 225.36 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1725.83 FEET, AN ARC DISTANCE OF 307.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}03'12''$ WEST, 306.63 FEET; COURSE NO. 3: THENCE SOUTH $15^{\circ}02'36''$ WEST, 17.00 FEET TO THE INTERSECTION WITH A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR TO THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1742.83 FEET, AN ARC DISTANCE OF 346.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $69^{\circ}15'40''$ WEST, 345.93 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH $63^{\circ}33'56''$ WEST, 113.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 1331.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $76^{\circ}09'59''$ WEST, 1321.27 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $88^{\circ}46'01''$ WEST, 742.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 147.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $88^{\circ}02'15''$ WEST, 147.81 FEET, TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5528, PAGE 680, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}21'33''$ EAST, ALONG LAST

SAID LINE, 134.33 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND TO THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 141.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°49'25" EAST, 141.75 FEET TO THE POINT OF TANGENCY, COURSE NO. 2: SOUTH 88°46'01" EAST, 742.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2894.27 FEET, AN ARC DISTANCE OF 1273.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°09'59" EAST, 1262.80 FEET; TO THE POINT OF TANGENCY; COURSE NO. 4: SOUTH 63°33'56" EAST, 113.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1876.83 FEET, AN ARC DISTANCE OF 373.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°15'40" EAST, 372.56 FEET TO THE AFORESAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID RACETRACK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG LAST SAID LINE RUN THE FOLLOWING THREE, (3) COURSES AND DISTANCES; COURSE NO. 1; NORTH 15°02'36" EAST, 17.00 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1859.83 FEET, AN ARC DISTANCE OF 341.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°12'40" EAST, 340.64 FEET TO A POINT OF NON TANGENCY; COURSE NO. 3: NORTH 86°16'01" EAST, 332.84 FEET TO THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE No. 95; AND THE ARC OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. (1): ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7489.44 FEET, AN ARC DISTANCE OF 163.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39°47'52" WEST, 163.87 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH 40°25'29" WEST, 1.91 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

TRACT 7D

Book 9977 Page 82

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 6; THENCE SOUTH $01^{\circ}22'57''$ EAST ALONG THE WEST LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 6, A DISTANCE OF 1500.77 FEET, TO AN INTERSECTION WITH A LINE LYING 134 FEET NORTHERLY OF AND PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD, (A 66 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78000-25280) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $01^{\circ}22'57''$ EAST, ALONG SAID WEST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION SIX, A DISTANCE OF 143.53 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RACETRACK ROAD; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $70^{\circ}23'16''$ EAST, 342.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1012.35 FEET, AN ARC DISTANCE OF 911.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $83^{\circ}49'34''$ EAST, 880.77 FEET; THENCE NORTH $38^{\circ}24'05''$ WEST, 134.98 FEET TO SAID LINE LYING 134 FEET NORTHERLY OF AND PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD AND THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 878.35 FEET, AN ARC DISTANCE OF 775.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $84^{\circ}19'13''$ WEST, 750.52 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH $70^{\circ}23'16''$ WEST, 394.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

TRACT 8-A3

A PORTION OF SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH $01^{\circ}06'12''$ EAST, ALONG THE WEST LINE OF SAID SECTION 30, ALSO BEING THE EAST LINE OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA, A DISTANCE OF 497.61 FEET; THENCE NORTH $88^{\circ}53'48''$ EAST, 150.00 FEET TO THE EASTERLY BOUNDARY OF A 150 FOOT JEA RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS VOLUME 2207, PAGE 108 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING; THENCE SOUTH $01^{\circ}06'12''$ EAST ALONG LAST SAID LINE, 2173.24 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $88^{\circ}12'39''$ EAST, ALONG LAST SAID LINE, 1352.80 FEET; THENCE NORTH $58^{\circ}15'19''$ EAST, 566.63 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 430.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $40^{\circ}55'51''$ EAST, 426.07 FEET TO THE AFORESAID SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN THE OFFICIAL RECORDS VOLUME 1150, PAGE 289; THENCE SOUTH $88^{\circ}12'39''$ EAST, ALONG LAST SAID LINE, 1085.92 FEET; THENCE NORTH $04^{\circ}51'56''$ EAST, 37.71 FEET; THENCE NORTH $07^{\circ}19'19''$ EAST, 120.63 FEET; THENCE NORTH $08^{\circ}02'11''$ EAST, 134.88 FEET; THENCE NORTH $11^{\circ}26'11''$ WEST, 72.91 FEET; THENCE NORTH $57^{\circ}16'15''$ WEST, 45.59 FEET; THENCE NORTH $34^{\circ}46'30''$ EAST, 70.12 FEET; THENCE NORTH $54^{\circ}42'12''$ EAST, 65.07 FEET; THENCE SOUTH $87^{\circ}12'58''$ EAST, 33.86 FEET; THENCE NORTH $39^{\circ}02'51''$ EAST, 100.90 FEET; THENCE NORTH $69^{\circ}47'15''$ EAST, 89.33 FEET; THENCE NORTH $50^{\circ}10'30''$ EAST, 54.70 FEET; THENCE NORTH $25^{\circ}35'54''$ EAST, 67.51 FEET; THENCE NORTH $31^{\circ}47'36''$ EAST, 36.83 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY LINE OF STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64); THENCE NORTH $40^{\circ}25'29''$ WEST, ALONG LAST SAID LINE, 1199.24 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL NO. 101, SECTION 72280-2428 AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 9482, PAGE 905 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, SOUTHEASTERLY, NORTHWESTERLY, AND NORTHEASTERLY ALONG THE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY LINES OF SAID LANDS DESIGNATED

AS PARCEL NO. 101, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $49^{\circ}34'31''$ WEST, 735.83 FEET; COURSE NO. 2: SOUTH $40^{\circ}25'29''$ EAST, 45.93 FEET; COURSE NO. 3: SOUTH $49^{\circ}34'31''$ WEST, 19.69 FEET; COURSE NO. 4: NORTH $40^{\circ}25'29''$ WEST, 45.93 FEET; COURSE NO. 5: SOUTH $49^{\circ}34'31''$ WEST, 118.90 FEET; COURSE NO. 6: NORTH $40^{\circ}25'29''$ WEST, 246.06 FEET; COURSE NO. 7: NORTH $49^{\circ}34'31''$ EAST, 874.41 FEET TO THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE NORTH $40^{\circ}25'29''$ WEST, ALONG LAST SAID LINE, 1308.42 FEET; THENCE SOUTH $65^{\circ}16'39''$ WEST, 92.50 FEET; THENCE SOUTH $68^{\circ}03'38''$ WEST, 132.97 FEET; THENCE SOUTH $43^{\circ}05'04''$ WEST, 137.61 FEET; THENCE SOUTH $54^{\circ}14'33''$ WEST, 111.54 FEET; THENCE SOUTH $63^{\circ}33'20''$ WEST, 57.02 FEET; THENCE SOUTH $04^{\circ}35'43''$ WEST, 87.93 FEET; THENCE SOUTH $29^{\circ}29'56''$ EAST, 43.97 FEET; THENCE SOUTH $43^{\circ}11'33''$ EAST, 45.55 FEET; THENCE SOUTH $29^{\circ}39'20''$ EAST, 43.29 FEET; THENCE SOUTH $03^{\circ}57'28''$ EAST, 46.63 FEET; THENCE SOUTH $89^{\circ}17'26''$ WEST, 1431.86 FEET TO THE POINT OF BEGINNING.

TRACT 18

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST; THENCE SOUTH $01^{\circ}06'12''$ EAST, ALONG THE WEST LINE OF SAID SECTION 30, ALSO BEING THE EAST LINE OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA, A DISTANCE OF 2663.27 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $88^{\circ}12'39''$ EAST, 2264.37 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUING SOUTH $88^{\circ}12'39''$ EAST, 1085.92 FEET; THENCE SOUTH $04^{\circ}51'56''$ WEST, 120.92 FEET; THENCE SOUTH $26^{\circ}53'23''$ WEST, 98.01 FEET; THENCE SOUTH $15^{\circ}36'46''$ WEST, 68.16 FEET; THENCE SOUTH $42^{\circ}33'10''$ WEST, 93.58 FEET; THENCE SOUTH $55^{\circ}31'45''$ WEST, 97.27 FEET; THENCE SOUTH $58^{\circ}00'37''$ WEST, 96.83 FEET; THENCE SOUTH $35^{\circ}46'47''$ WEST, 101.76 FEET; THENCE SOUTH $39^{\circ}27'33''$ WEST, 126.73 FEET; THENCE SOUTH $56^{\circ}25'45''$ WEST, 109.26 FEET; THENCE SOUTH $40^{\circ}33'30''$ WEST, 159.85 FEET; THENCE SOUTH $58^{\circ}03'59''$ WEST, 106.66 FEET; THENCE SOUTH $29^{\circ}31'35''$ WEST, 110.11 FEET; THENCE SOUTH $10^{\circ}08'02''$ WEST, 335.05 FEET; THENCE SOUTH $52^{\circ}50'57''$ WEST, 700.88 FEET; THENCE NORTH $84^{\circ}47'20''$ WEST, 123.17 FEET; THENCE NORTH $17^{\circ}08'14''$ WEST, 837.52 FEET; THENCE NORTH $64^{\circ}46'42''$ EAST, 606.01 FEET; THENCE NORTH $71^{\circ}06'50''$ EAST, 434.16 FEET; THENCE NORTH $27^{\circ}19'39''$ WEST, 607.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

TRACT 19

A PORTION OF SECTIONS 30, 31 AND 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA, A DISTANCE OF 2386.85 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA S.R.D. RIGHT-OF-WAY MAP SECTION 72280-2403); THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 7172.48 FEET TO THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95, (PER S.R.D. RIGHT-OF-WAY MAP SECTION 72002-2513); THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $49^{\circ}34'31''$ WEST, 50.00 FEET; COURSE NO. 2: SOUTH $40^{\circ}25'29''$ EAST, 248.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $73^{\circ}20'47''$ WEST, 97.52 FEET; THENCE SOUTH $72^{\circ}47'12''$ WEST, 65.43 FEET; THENCE SOUTH $84^{\circ}05'35''$ WEST, 69.75 FEET; THENCE SOUTH $85^{\circ}07'31''$ WEST, 64.63 FEET; THENCE SOUTH $77^{\circ}44'39''$ WEST, 118.74 FEET; THENCE SOUTH $79^{\circ}08'53''$ WEST, 101.15 FEET; THENCE SOUTH $76^{\circ}09'39''$ WEST, 81.45 FEET; THENCE SOUTH $75^{\circ}52'28''$ WEST, 112.93 FEET; THENCE SOUTH $73^{\circ}40'45''$ WEST, 97.63 FEET; THENCE SOUTH $48^{\circ}17'38''$ WEST, 93.45 FEET; THENCE SOUTH $64^{\circ}39'32''$ WEST, 114.37 FEET; THENCE SOUTH $62^{\circ}07'16''$ WEST, 125.14 FEET; THENCE SOUTH $63^{\circ}45'41''$ WEST, 134.91 FEET; THENCE SOUTH $71^{\circ}52'10''$ WEST, 112.08 FEET; THENCE NORTH $79^{\circ}40'01''$ WEST, 148.44 FEET; THENCE SOUTH $62^{\circ}59'42''$ WEST, 93.33 FEET; THENCE SOUTH $50^{\circ}35'41''$ WEST, 7.74 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 463.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $48^{\circ}19'59''$ WEST, 458.60 FEET; THENCE SOUTH $40^{\circ}33'31''$ WEST, 159.85 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 417.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $47^{\circ}20'12''$ EAST, 415.26 FEET; THENCE SOUTH $38^{\circ}00'34''$ WEST, 141.86 FEET; THENCE SOUTH $01^{\circ}53'32''$ WEST, 210.88 FEET; THENCE SOUTH $13^{\circ}24'43''$ WEST, 308.28 FEET; THENCE SOUTH $08^{\circ}21'39''$ EAST, 189.05 FEET; THENCE SOUTH $43^{\circ}17'29''$ EAST, 302.20 FEET; THENCE NORTH $86^{\circ}51'31''$ EAST, 100.00 FEET; THENCE SOUTH $67^{\circ}47'52''$ EAST, 540.96 FEET; THENCE SOUTH $07^{\circ}06'24''$

WEST, 165.83 FEET; THENCE SOUTH 44°55'49" WEST, 168.91 FEET;
 THENCE SOUTH 18°53'04" EAST, 221.15 FEET; THENCE SOUTH 41°03'24"
 EAST, 749.47 FEET; THENCE SOUTH 17°10'39" EAST, 511.78 FEET;
 THENCE SOUTH 52°42'37" EAST, 335.86 FEET; THENCE NORTH 74°30'57"
 EAST, 245.80 FEET; THENCE SOUTH 27°54'04" EAST, 214.27 FEET;
 THENCE SOUTH 48°04'53" WEST, 176.04 FEET; THENCE SOUTH 06°17'05"
 WEST, 281.60 FEET; THENCE SOUTH 24°55'19" EAST, 157.18 FEET;
 THENCE SOUTH 16°00'38" EAST, 148.34 FEET; THENCE SOUTH 35°04'35"
 EAST, 216.71 FEET; THENCE SOUTH 74°11'55" EAST, 235.48 FEET;
 THENCE SOUTH 21°33'32" EAST, 100.36 FEET; THENCE SOUTH 12°45'16"
 WEST, 231.01 FEET; THENCE SOUTH 40°17'20" EAST, 304.03 FEET;
 THENCE SOUTH 23°49'54" WEST, 231.09 FEET; THENCE SOUTH 48°22'03"
 WEST, 162.99 FEET; THENCE SOUTH 04°54'43" WEST, 519.42 FEET;
 THENCE SOUTH 76°38'20" EAST, 53.60 FEET; THENCE SOUTH 52°12'16"
 EAST, 122.90 FEET; THENCE SOUTH 16°37'38" WEST, 67.39 FEET;
 THENCE SOUTH 35°49'15" WEST, 176.88 FEET; THENCE SOUTH 05°23'18"
 WEST, 158.78 FEET; THENCE SOUTH 41°05'50" WEST, 222.30 FEET;
 THENCE SOUTH 19°11'05" EAST, 189.15 FEET; THENCE SOUTH 14°02'05"
 EAST, 154.06 FEET; THENCE SOUTH 05°06'00" WEST, 281.43 FEET;
 THENCE SOUTH 25°49'11" WEST, 70.84 FEET; THENCE SOUTH 32°02'10"
 WEST, 143.92 FEET; THENCE SOUTH 01°23'13" EAST, 194.46 FEET;
 THENCE SOUTH 84°04'29" EAST, 141.05 FEET; THENCE NORTH 48°17'58"
 EAST, 85.96 FEET; THENCE NORTH 62°03'30" EAST, 101.02 FEET;
 THENCE NORTH 78°41'14" EAST, 44.99 FEET; THENCE SOUTH 09°42'04"
 EAST, 167.13 FEET; THENCE SOUTH 56°09'55" WEST, 236.51 FEET;
 THENCE NORTH 81°16'27" WEST, 128.33 FEET; THENCE SOUTH 60°38'08"
 WEST, 136.82 FEET; THENCE SOUTH 02°18'47" WEST, 231.52 FEET;
 THENCE SOUTH 33°22'05" WEST, 260.91 FEET; THENCE SOUTH 38°24'05"
 EAST, 666.89 FEET TO THE ARC OF A CURVE TO THE NORTHEAST; THENCE
 ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY,
 HAVING A RADIUS OF 878.35 FEET, AN ARC DISTANCE OF 244.73 FEET,
 SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF
 NORTH 51°02'46" EAST, 243.94 FEET TO THE POINT OF TANGENCY;
 THENCE NORTH 43°03'50" EAST, 186.92 FEET; THENCE NORTH 67°46'00"
 EAST, 110.07 FEET; THENCE NORTH 43°03'51" EAST, 1192.82 FEET TO
 THE ARC OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE
 ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF
 1312.80 FEET, AN ARC DISTANCE OF 416.96 FEET, SAID ARC BEING
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°09'47"
 EAST, 415.21 FEET TO THE WESTERLY LINE OF SECTION 5, TOWNSHIP 5
 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY, ALSO BEING THE
 EASTERLY LINE OF SAID SECTION 6; THENCE NORTH 01°18'46" WEST,
 ALONG LAST SAID LINE, 136.54 FEET TO THE EASTERLY LINE OF SAID
 SECTION 31; THENCE NORTH 01°02'37" WEST, ALONG LAST SAID LINE,
 AND ALONG THE WESTERLY LINE OF SAID SECTION 32, A DISTANCE OF
 435.44 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND
 RECORDED IN OFFICIAL RECORDS VOLUME 6335, PAGE 934 OF THE

CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE NORTH 88°28'54" EAST, ALONG LAST SAID LINE, 397.99 FEET TO THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B (PER S.R.D. RIGHT-OF-WAY MAP SECTION 72002-2513); THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO(2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 11°39'49" EAST, 927.53 FEET; COURSE NO. 2: NORTH 10°53'12" EAST, 630.88 FEET; THENCE NORTH 46°42'26" WEST, 14.17 FEET; THENCE NORTH 85°35'38" WEST, 73.19 FEET; THENCE SOUTH 84°06'18" WEST, 83.15 FEET; THENCE NORTH 61°15'48" WEST, 54.65 FEET; THENCE SOUTH 60°44'35" WEST, 81.81 FEET; THENCE SOUTH 52°40'23" WEST, 51.60 FEET; THENCE SOUTH 85°45'45" WEST, 56.82 FEET; THENCE NORTH 21°45'07" EAST, 92.23 FEET; THENCE NORTH 59°59'07" EAST, 68.04 FEET; THENCE NORTH 17°08'16" WEST, 52.86 FEET; THENCE NORTH 54°09'11" WEST, 81.09 FEET; THENCE NORTH 48°59'39" WEST, 69.12 FEET; THENCE NORTH 29°24'08" WEST, 57.61 FEET; THENCE NORTH 31°32'17" EAST, 819.51 FEET; THENCE NORTH 54°54'43" EAST, 82.86 FEET TO SAID SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B AND TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO(2) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1789.86 FEET, AN ARC DISTANCE OF 585.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°57'45" WEST, 582.57 FEET TO THE POINT OF TANGENCY; COURSE NO.2: NORTH 31°19'43" WEST, 615.25 FEET; THENCE SOUTH 68°14'05" WEST, 77.27 FEET; THENCE NORTH 88°08'06" WEST, 73.59 FEET; THENCE NORTH 50°25'11" WEST, 75.90 FEET; THENCE NORTH 39°16'26" WEST, 30.23 FEET; THENCE SOUTH 79°16'48" WEST, 69.04 FEET; THENCE NORTH 66°02'18" WEST, 81.98 FEET; THENCE NORTH 35°53'18" WEST, 46.72 FEET; THENCE NORTH 27°26'47" WEST, 98.00 FEET; THENCE NORTH 69°53'49" WEST, 50.50 FEET; THENCE SOUTH 65°51'16" WEST, 58.61 FEET; THENCE SOUTH 79°16'56" WEST, 66.03 FEET; THENCE SOUTH 36°26'04" WEST, 101.72 FEET; THENCE SOUTH 37°51'36" WEST, 70.31 FEET; THENCE SOUTH 56°48'22" WEST, 42.60 FEET; THENCE NORTH 37°25'10" WEST, 643.96 FEET; THENCE SOUTH 83°23'05" EAST, 46.87 FEET; THENCE NORTH 75°58'23" EAST, 32.21 FEET; THENCE NORTH 81°11'02" EAST, 117.95 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED BORROW PIT NO. 2 AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 441.68 FEET TO THE NORTHWESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137; THENCE NORTH 49°34'31" EAST, ALONG LAST SAID LINE, 500.00 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 100 PART "C" (AS SHOWN ON RIGHT-OF-WAY MAP SECTION 72280-2428); THENCE NORTH 40°25'29"

WEST ALONG LAST SAID LINE, 63.38 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 100 PART "C"; THENCE NORTH 49°34'31" EAST ALONG LAST SAID LINE, 108.22 FEET TO THE AFORESAID SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B; THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO(2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 31°19'43" WEST, 602.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3699.72 FEET, AN ARC DISTANCE OF 587.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°52'36" WEST, 586.74 FEET TO THE POINT OF TANGENCY AND THE AFORESAID SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 511.58 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 100 "PART D" PER RIGHT-OF-WAY MAP SECTION NO 72280-2428; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY ALONG THE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY BOUNDARY OF SAID PARCEL 100 "PART D", RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 49°34'31" WEST, 224.54 FEET; COURSE NO. 2: NORTH 40°25'29" WEST, 435.30 FEET; COURSE NO. 3: NORTH 49°34'31" EAST, 224.54 FEET TO THE AFORESAID SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 157.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:
(CEMETERY)

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 01°18'46" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 288.90 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY PER MONUMENTATION AND LOCAL RECOGNITION), AND TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1178.80 FEET, AN ARC DISTANCE OF 303.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°26'43" WEST, 302.88 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: SOUTH

43°03'51" WEST, 1065.02 FEET; THENCE NORTH 07°56'21" WEST, A
DISTANCE OF 560.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH
08°16'29" WEST, A DISTANCE OF 211.13 FEET; THENCE NORTH
83°01'48" EAST, A DISTANCE OF 211.73 FEET; THENCE SOUTH
08°15'52" EAST, A DISTANCE OF 212.06 FEET; THENCE SOUTH
83°16'55" WEST, A DISTANCE OF 211.72 FEET TO THE POINT OF
BEGINNING.

TRACT 21

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2386.85 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE No. 95 (A 300 FEET RIGHT-OF-WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403); THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE No. 1: SOUTH $40^{\circ}25'29''$ EAST, 16919.01 FEET TO THE POINT OF BEGINNING; COURSE No. 2: CONTINUE SOUTH $40^{\circ}25'29''$ EAST, 404.12 FEET TO THE INTERSECTION WITH A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR TO THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF RACETRACK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY AS SHOWN ON SAID STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403); THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $86^{\circ}16'01''$ WEST, 225.36 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1725.83 FEET, AN ARC DISTANCE OF 307.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}03'12''$ WEST, 306.63 FEET; COURSE NO. 3: THENCE SOUTH $15^{\circ}02'36''$ WEST, 17.00 FEET TO THE INTERSECTION WITH A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR TO THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1742.83 FEET, AN ARC DISTANCE OF 346.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $69^{\circ}15'40''$ WEST, 345.93 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH $63^{\circ}33'56''$ WEST, 113.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 1331.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $76^{\circ}09'59''$ WEST, 1321.27 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $88^{\circ}46'01''$ WEST, 742.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 147.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $88^{\circ}02'15''$ WEST, 147.81 FEET, TO THE EASTERLY

BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5528, PAGE 680, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE NORTH $01^{\circ}21'33''$ WEST, ALONG LAST SAID LINE, 958.95 FEET, TO THE NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5528, PAGE 680; THENCE SOUTH $87^{\circ}40'44''$ WEST, ALONG LAST SAID LINE, 294.39 FEET TO THE SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B (AS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 72002-2513), AND THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY AND SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO(2) COURSES AND DISTANCES: COURSE No. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.39 FEET, AN ARC DISTANCE OF 505.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $36^{\circ}46'42''$ EAST, 502.77 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1086.23 FEET, AN ARC DISTANCE OF 881.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $71^{\circ}04'01''$ EAST, 857.41 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESIGNATED BORROW PIT NO. 1 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY, AND NORTHWESTERLY ALONG THE NORTHWESTERLY, SOUTHWESTERLY, SOUTHEASTERLY, AND NORTHEASTERLY BOUNDARY OF SAID BORROW PIT NO. 1, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $49^{\circ}34'31''$ WEST, 416.32 FEET; COURSE NO. 2: SOUTH $40^{\circ}25'29''$ EAST, 1000.00 FEET; COURSE NO. 3: NORTH $49^{\circ}34'31''$ EAST, 500.00 FEET; COURSE NO. 4: NORTH $40^{\circ}25'29''$ WEST, 127.19 FEET; THENCE NORTH $76^{\circ}40'16''$ EAST, 151.55 FEET; THENCE NORTH $69^{\circ}26'47''$ EAST, 52.91 FEET; THENCE NORTH $70^{\circ}32'04''$ EAST, 57.10 FEET TO THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (AS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72002-2513); THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO(2) COURSES AND DISTANCES; COURSE No. 1: SOUTH $40^{\circ}25'29''$ EAST, 1714.38 FEET; COURSE No. 2: NORTH $89^{\circ}26'39''$ EAST, 80.78 FEET TO THE POINT OF BEGINNING.

TRACT 21A

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2386.85 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE No. 95 (A 300 FEET RIGHT-OF-WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403); THENCE SOUTH $40^{\circ}25'29''$ EAST ALONG LAST SAID LINE, 17323.13 FEET TO THE INTERSECTION WITH A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR TO THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF RACETRACK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY AS SHOWN ON SAID STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403); THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $86^{\circ}16'01''$ WEST, 225.36 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1725.83 FEET, AN ARC DISTANCE OF 307.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}03'12''$ WEST, 306.63 FEET; COURSE NO. 3: THENCE SOUTH $15^{\circ}02'36''$ WEST, 17.00 FEET TO THE INTERSECTION WITH A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR TO THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1742.83 FEET, AN ARC DISTANCE OF 346.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $69^{\circ}15'40''$ WEST, 345.93 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH $63^{\circ}33'56''$ WEST, 113.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 1331.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $76^{\circ}09'59''$ WEST, 1321.27 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $88^{\circ}46'01''$ WEST, 742.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 147.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $88^{\circ}02'15''$ WEST, 147.81 FEET, TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5528, PAGE 680, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE NORTHERLY, WESTERLY, AND SOUTHERLY ALONG THE EASTERLY,

NORTHERLY, AND WESTERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5528, PAGE 680, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: NORTH $01^{\circ}21'33''$ WEST, 958.95 FEET, COURSE NO. 2: SOUTH $87^{\circ}40'44''$ WEST, 336.92 FEET COURSE NO. 3: SOUTH $01^{\circ}16'01''$ EAST; 91.30 FEET TO THE POINT OF BEGINNING; COURSE NO. 4: CONTINUE SOUTH $01^{\circ}16'01''$ EAST, 620.35 FEET TO THE NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 6335, PAGE 934, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH $88^{\circ}28'54''$ WEST, ALONG LAST SAID LINE, 195.83 FEET TO THE SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD NO. 9B (AS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 72002-2513); THENCE NORTHEASTERLY ALONG LAST SAID LINE RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1 NORTH $15^{\circ}40'22''$ EAST, 522.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.39 FEET, AN ARC DISTANCE OF 129.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $18^{\circ}29'22''$ EAST, 128.98 FEET TO THE POINT OF BEGINNING.

TRACT 32

A PORTION OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST AND A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST; THENCE SOUTHEAST, ALONG THE WEST LINE OF SAID SECTION 30, ALSO BEING THE EAST LINE OF SAID SECTION 25, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 01°06'12" EAST, 223.31 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUING SOUTH 01°06'12" EAST, 2439.96 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°12'39" EAST, ALONG LAST SAID LINE, 1503.00 FEET; THENCE SOUTH 58°15'19" WEST, 483.70 FEET; THENCE NORTH 80°36'18" WEST, 133.15 FEET; THENCE SOUTH 59°52'58" WEST, 157.63 FEET; THENCE SOUTH 32°45'49" WEST, 135.07 FEET; THENCE SOUTH 88°38'12" WEST, 72.10 FEET; THENCE NORTH 63°31'50" WEST, 1846.46 FEET; THENCE NORTH 58°20'42" WEST, 423.83 FEET; THENCE NORTH 19°10'13" WEST, 199.99 FEET; THENCE NORTH 30°57'35" EAST, 841.88 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 138.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°34'02" WEST, 138.12 FEET; THENCE NORTH 45°25'26" EAST, 168.00 FEET; THENCE NORTH 53°03'11" EAST, 30.33 FEET; THENCE NORTH 75°04'49" EAST, 27.43 FEET; THENCE NORTH 11°59'47" EAST, 57.29 FEET; THENCE NORTH 26°26'03" EAST, 71.71 FEET; THENCE NORTH 33°27'58" EAST, 87.59 FEET; THENCE NORTH 69°24'53" EAST, 106.32 FEET; THENCE SOUTH 75°33'54" EAST, 97.11 FEET; THENCE NORTH 26°28'19" EAST, 132.71 FEET; THENCE NORTH 18°51'38" EAST, 136.24 FEET; THENCE NORTH 51°57'49" EAST, 180.06 FEET; THENCE NORTH 64°50'46" EAST, 206.23 FEET; THENCE NORTH 56°23'29" EAST, 72.90 FEET; THENCE NORTH 46°45'12" EAST, 87.30 FEET; THENCE NORTH 80°30'01" EAST, 77.39 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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DRAINAGE PARCEL NO. 8

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET;

THENCE SOUTH 13°59'47" EAST, 279.65 FEET; THENCE SOUTH 15°27'14"
 EAST, 368.98 FEET; THENCE SOUTH 21°14'15" EAST, 213.98 FEET;
 THENCE NORTH 66°09'33" EAST, 70.94 FEET; THENCE SOUTH 47°17'09"
 EAST, 115.61 FEET; THENCE SOUTH 45°14'42" EAST 196.29 FEET;
 THENCE SOUTH 76°13'42" EAST, 330.49 FEET; THENCE SOUTH 06°08'41"
 EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET;
 THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45"
 EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET;
 THENCE SOUTH 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51"
 EAST, 218.74 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET;
 THENCE SOUTH 67°32'01" EAST, 164.89 FEET; THENCE NORTH 39°01'21"
 EAST, 230.84 FEET; THENCE NORTH 52°36'46" EAST, 460.60 FEET;
 THENCE NORTH 35°53'20" WEST, 132.18 FEET; THENCE NORTH 55°30'57"
 EAST, 202.80 FEET; THENCE NORTH 85°10'58" EAST, 195.66 FEET;
 THENCE NORTH 88°19'15" EAST, 225.03 FEET; THENCE NORTH 08°01'18"
 WEST, 253.23 FEET; THENCE NORTH 66°15'26" EAST, 638.84 FEET;
 THENCE SOUTH 38°36'40" EAST, 228.32 FEET TO THE POINT OF
 CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND
 THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF
 910.68 FEET, AN ARC DISTANCE OF 366.64 FEET, SAID ARC BEING
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°04'39"
 EAST, 364.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH
 15°32'36" EAST, 366.95 FEET; THENCE SOUTH 63°14'11" WEST, 779.24
 FEET; THENCE SOUTH 05°28'39" EAST, 393.20 FEET; THENCE SOUTH
 57°34'48" WEST, 347.65 FEET; THENCE SOUTH 13°07'39" EAST, 233.12
 FEET; THENCE NORTH 72°12'31" EAST, 102.64 FEET; THENCE SOUTH
 39°10'10" EAST, 243.35 FEET; THENCE NORTH 59°29'45" EAST,
 1015.20 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE
 ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY,
 HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET,
 SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF
 SOUTH 31°20'57" EAST, 383.94 FEET TO THE POINT OF COMPOUND
 CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND
 THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF
 496.75 FEET, AN ARC DISTANCE OF 165.24 FEET, SAID ARC BEING
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°01'43"
 EAST, 164.48 FEET; THENCE SOUTH 30°57'35" WEST, 841.88 FEET;
 THENCE SOUTH 19°10'13" EAST, 199.99 FEET; THENCE SOUTH 58°20'42"
 EAST, 423.83 FEET; THENCE SOUTH 63°31'50" EAST, 1846.46 FEET TO
 THE POINT OF BEGINNING; THENCE NORTH 88°38'12" EAST, 72.10 FEET;
 THENCE NORTH 32°45'49" EAST, 24.34 FEET; THENCE SOUTH 10°09'51"
 WEST, 628.72 FEET; THENCE NORTH 79°50'09" WEST, 80.00 FEET;
 THENCE NORTH 10°09'51" EAST, 591.84 FEET TO THE POINT OF
BEGINNING.

TOGETHER WITH

DRAINAGE PARCEL NO. 9

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61

FEET; THENCE SOUTH 45°14'42" EAST 196.29 FEET; THENCE SOUTH 76°13'42" EAST, 330.49 FEET; THENCE SOUTH 06°08'41" EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET; THENCE SOUTH 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51" EAST, 218.74 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET; THENCE SOUTH 67°32'01" EAST, 164.89 FEET; THENCE NORTH 39°01'21" EAST, 230.84 FEET; THENCE NORTH 52°36'46" EAST, 460.60 FEET; THENCE NORTH 35°53'20" WEST, 132.18 FEET; THENCE NORTH 55°30'57" EAST, 202.80 FEET; THENCE NORTH 85°10'58" EAST, 195.66 FEET; THENCE NORTH 88°19'15" EAST, 225.03 FEET; THENCE NORTH 08°01'18" WEST, 253.23 FEET; THENCE NORTH 66°15'26" EAST, 638.84 FEET; THENCE SOUTH 38°36'40" EAST, 228.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.68 FEET, AN ARC DISTANCE OF 366.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°04'39" EAST, 364.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°32'36" EAST, 366.95 FEET; THENCE SOUTH 63°14'11" WEST, 779.24 FEET; THENCE SOUTH 05°28'39" EAST, 393.20 FEET; THENCE SOUTH 57°34'48" WEST, 347.65 FEET; THENCE SOUTH 13°07'39" EAST, 233.12 FEET; THENCE NORTH 72°12'31" EAST, 102.64 FEET; THENCE SOUTH 39°10'10" EAST, 243.35 FEET; THENCE NORTH 59°29'45" EAST, 1015.20 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°20'57" EAST, 383.94 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 165.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°01'43" EAST, 164.48 FEET; THENCE SOUTH 30°57'35" WEST, 841.88 FEET; THENCE SOUTH 19°10'13" EAST, 199.99 FEET; THENCE SOUTH 58°20'42" EAST, 423.83 FEET; THENCE SOUTH 63°31'50" EAST, 1846.46 FEET; THENCE NORTH 88°38'12" EAST, 72.10 FEET; THENCE NORTH 32°45'49" EAST, 135.07 FEET; THENCE NORTH 59°52'58" EAST, 157.63 FEET; THENCE SOUTH 80°36'18" EAST, 133.15 FEET; THENCE NORTH 58°15'19" EAST, 1118.00 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 431.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°53'55" EAST, 427.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°19'39" EAST, 606.83 FEET; THENCE SOUTH 71°06'50" WEST, 434.16 FEET; THENCE SOUTH 64°46'42" WEST, 606.01 FEET; THENCE SOUTH 17°08'14" EAST, 837.52 FEET; THENCE SOUTH 84°47'20" EAST, 123.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 52°50'57" EAST, 85.80 FEET; THENCE SOUTH 15°58'12" EAST, 231.00 FEET; THENCE SOUTH 74°01'48" WEST, 80.00 FEET; THENCE NORTH 15°58'12" WEST, 200.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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DRAINAGE PARCEL NO. 10

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61 FEET; THENCE SOUTH

45°14'42" EAST 196.29 FEET; THENCE SOUTH 76°13'42" EAST, 330.49 FEET; THENCE SOUTH 06°08'41" EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET; THENCE SOUTH 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51" EAST, 218.74 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET; THENCE SOUTH 67°32'01" EAST, 164.89 FEET; THENCE NORTH 39°01'21" EAST, 230.84 FEET; THENCE NORTH 52°36'46" EAST, 460.60 FEET; THENCE NORTH 35°53'20" WEST, 132.18 FEET; THENCE NORTH 55°30'57" EAST, 202.80 FEET; THENCE NORTH 85°10'58" EAST, 195.66 FEET; THENCE NORTH 88°19'15" EAST, 225.03 FEET; THENCE NORTH 08°01'18" WEST, 253.23 FEET; THENCE NORTH 66°15'26" EAST, 638.84 FEET; THENCE SOUTH 38°36'40" EAST, 228.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.68 FEET, AN ARC DISTANCE OF 366.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°04'39" EAST, 364.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°32'36" EAST, 366.95 FEET; THENCE SOUTH 63°14'11" WEST, 779.24 FEET; THENCE SOUTH 05°28'39" EAST, 393.20 FEET; THENCE SOUTH 57°34'48" WEST, 347.65 FEET; THENCE SOUTH 13°07'39" EAST, 233.12 FEET; THENCE NORTH 72°12'31" EAST, 102.64 FEET; THENCE SOUTH 39°10'10" EAST, 243.35 FEET; THENCE NORTH 59°29'45" EAST, 1015.20 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°20'57" EAST, 383.94 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 165.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°01'43" EAST, 164.48 FEET; THENCE SOUTH 30°57'35" WEST, 841.88 FEET; THENCE SOUTH 19°10'13" EAST, 199.99 FEET; THENCE SOUTH 58°20'42" EAST, 423.83 FEET; THENCE SOUTH 63°31'50" EAST, 1846.46 FEET; THENCE NORTH 88°38'12" EAST, 72.10 FEET; THENCE NORTH 32°45'49" EAST, 135.07 FEET; THENCE NORTH 59°52'58" EAST, 157.63 FEET; THENCE SOUTH 80°36'18" EAST, 133.15 FEET; THENCE NORTH 58°15'19" EAST, 1118.00 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 431.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°53'55" EAST, 427.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°19'39" EAST, 606.83 FEET; THENCE SOUTH 71°06'50" WEST, 434.16 FEET; THENCE SOUTH 64°46'42" WEST, 606.01 FEET; THENCE SOUTH 17°08'14" EAST, 837.52 FEET; THENCE SOUTH 84°47'20" EAST, 123.17 FEET; THENCE NORTH 52°50'57" EAST, 700.88 FEET; THENCE NORTH 10°08'02" EAST, 335.05 FEET; THENCE NORTH 29°31'35" EAST, 110.11 FEET; THENCE NORTH 58°03'59" EAST, 106.66 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 417.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°20'12" EAST, 415.26 FEET; THENCE SOUTH 38°00'34" WEST,

141.86 FEET; THENCE SOUTH 01°53'32" WEST, 210.88 FEET; THENCE SOUTH 13°24'43" WEST, 308.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08°21'39" EAST, 80.00 FEET; THENCE SOUTH 81°38'21" WEST, 300.00 FEET; THENCE NORTH 08°21'39" WEST, 80.00 FEET; THENCE NORTH 81°38'21" EAST, 300.00 FEET TO THE POINT OF BEGINNING.

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TOGETHER WITH

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DRAINAGE PARCEL NO. 11

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61 FEET; THENCE SOUTH $45^{\circ}14'42''$ EAST 196.29 FEET; THENCE SOUTH $76^{\circ}13'42''$ EAST, 330.49 FEET;

THENCE SOUTH 06°08'41" EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET; THENCE SOUTH 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51" EAST, 218.74 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET; THENCE SOUTH 67°32'01" EAST, 164.89 FEET; THENCE NORTH 39°01'21" EAST, 230.84 FEET; THENCE NORTH 52°36'46" EAST, 460.60 FEET; THENCE NORTH 35°53'20" WEST, 132.18 FEET; THENCE NORTH 55°30'57" EAST, 202.80 FEET; THENCE NORTH 85°10'58" EAST, 195.66 FEET; THENCE NORTH 88°19'15" EAST, 225.03 FEET; THENCE NORTH 08°01'18" WEST, 253.23 FEET; THENCE NORTH 66°15'26" EAST, 638.84 FEET; THENCE SOUTH 38°36'40" EAST, 228.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.68 FEET, AN ARC DISTANCE OF 366.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°04'39" EAST, 364.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°32'36" EAST, 366.95 FEET; THENCE SOUTH 63°14'11" WEST, 779.24 FEET; THENCE SOUTH 05°28'39" EAST, 393.20 FEET; THENCE SOUTH 57°34'48" WEST, 347.65 FEET; THENCE SOUTH 13°07'39" EAST, 233.12 FEET; THENCE NORTH 72°12'31" EAST, 102.64 FEET; THENCE SOUTH 39°10'10" EAST, 243.35 FEET; THENCE NORTH 59°29'45" EAST, 1015.20 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°20'57" EAST, 383.94 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 165.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°01'43" EAST, 164.48 FEET; THENCE SOUTH 30°57'35" WEST, 841.88 FEET; THENCE SOUTH 19°10'13" EAST, 199.99 FEET; THENCE SOUTH 58°20'42" EAST, 423.83 FEET; THENCE SOUTH 63°31'50" EAST, 1846.46 FEET; THENCE NORTH 88°38'12" EAST, 72.10 FEET; THENCE NORTH 32°45'49" EAST, 135.07 FEET; THENCE NORTH 59°52'58" EAST, 157.63 FEET; THENCE SOUTH 80°36'18" EAST, 133.15 FEET; THENCE NORTH 58°15'19" EAST, 1118.00 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 431.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°53'55" EAST, 427.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°19'39" EAST, 606.83 FEET; THENCE SOUTH 71°06'50" WEST, 434.16 FEET; THENCE SOUTH 64°46'42" WEST, 606.01 FEET; THENCE SOUTH 17°08'14" EAST, 837.52 FEET; THENCE SOUTH 84°47'20" EAST, 123.17 FEET; THENCE NORTH 52°50'57" EAST, 700.88 FEET; THENCE NORTH 10°08'02" EAST, 335.05 FEET; THENCE NORTH 29°31'35" EAST, 110.11 FEET; THENCE NORTH 58°03'59" EAST, 106.66 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 417.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°20'12" EAST, 415.26 FEET; THENCE SOUTH 38°00'34" WEST, 141.86 FEET; THENCE SOUTH 01°53'32" WEST, 210.88 FEET; THENCE SOUTH

13°24'43" WEST, 308.28 FEET; THENCE SOUTH 08°21'39" EAST, 189.05 FEET;
THENCE SOUTH 43°17'29" EAST, 302.20 FEET; THENCE NORTH 86°51'31" EAST,
100.00 FEET; THENCE SOUTH 67°47'52" EAST, 540.96 FEET; THENCE SOUTH
07°06'24" WEST, 165.83 FEET; THENCE SOUTH 44°55'49" WEST, 168.91 FEET;
THENCE SOUTH 18°53'04" EAST, 221.15 FEET; THENCE SOUTH 41°03'24" EAST,
667.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 41°03'24"
EAST, 81.77 FEET; THENCE SOUTH 60°52'59" WEST, 216.92 FEET; THENCE
NORTH 29°07'01" WEST, 80.00 FEET; THENCE NORTH 60°52'59" EAST, 200.00
FEET TO THE POINT OF BEGINNING.

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TOGETHER WITH

DRAINAGE PARCEL NO. 12

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61 FEET; THENCE SOUTH $45^{\circ}14'42''$ EAST 196.29 FEET; THENCE SOUTH $76^{\circ}13'42''$ EAST, 330.49 FEET;

THENCE SOUTH 06°08'41" EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET; THENCE SOUTH 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51" EAST, 218.74 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET; THENCE SOUTH 67°32'01" EAST, 164.89 FEET; THENCE NORTH 39°01'21" EAST, 230.84 FEET; THENCE NORTH 52°36'46" EAST, 460.60 FEET; THENCE NORTH 35°53'20" WEST, 132.18 FEET; THENCE NORTH 55°30'57" EAST, 202.80 FEET; THENCE NORTH 85°10'58" EAST, 195.66 FEET; THENCE NORTH 88°19'15" EAST, 225.03 FEET; THENCE NORTH 08°01'18" WEST, 253.23 FEET; THENCE NORTH 66°15'26" EAST, 638.84 FEET; THENCE SOUTH 38°36'40" EAST, 228.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.68 FEET, AN ARC DISTANCE OF 366.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°04'39" EAST, 364.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°32'36" EAST, 366.95 FEET; THENCE SOUTH 63°14'11" WEST, 779.24 FEET; THENCE SOUTH 05°28'39" EAST, 393.20 FEET; THENCE SOUTH 57°34'48" WEST, 347.65 FEET; THENCE SOUTH 13°07'39" EAST, 233.12 FEET; THENCE NORTH 72°12'31" EAST, 102.64 FEET; THENCE SOUTH 39°10'10" EAST, 243.35 FEET; THENCE NORTH 59°29'45" EAST, 1015.20 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°20'57" EAST, 383.94 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 165.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°01'43" EAST, 164.48 FEET; THENCE SOUTH 30°57'35" WEST, 841.88 FEET; THENCE SOUTH 19°10'13" EAST, 199.99 FEET; THENCE SOUTH 58°20'42" EAST, 423.83 FEET; THENCE SOUTH 63°31'50" EAST, 1846.46 FEET; THENCE NORTH 88°38'12" EAST, 72.10 FEET; THENCE NORTH 32°45'49" EAST, 135.07 FEET; THENCE NORTH 59°52'58" EAST, 157.63 FEET; THENCE SOUTH 80°36'18" EAST, 133.15 FEET; THENCE NORTH 58°15'19" EAST, 1118.00 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 431.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°53'55" EAST, 427.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°19'39" EAST, 606.83 FEET; THENCE SOUTH 71°06'50" WEST, 434.16 FEET; THENCE SOUTH 64°46'42" WEST, 606.01 FEET; THENCE SOUTH 17°08'14" EAST, 837.52 FEET; THENCE SOUTH 84°47'20" EAST, 123.17 FEET; THENCE NORTH 52°50'57" EAST, 700.88 FEET; THENCE NORTH 10°08'02" EAST, 335.05 FEET; THENCE NORTH 29°31'35" EAST, 110.11 FEET; THENCE NORTH 58°03'59" EAST, 106.66 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 417.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°20'12" EAST, 415.26 FEET; THENCE SOUTH 38°00'34" WEST, 141.86 FEET; THENCE SOUTH 01°53'32" WEST, 210.88 FEET; THENCE SOUTH

13°24'43" WEST, 308.28 FEET; THENCE SOUTH 08°21'39" EAST, 189.05 FEET;
THENCE SOUTH 43°17'29" EAST, 302.20 FEET; THENCE NORTH 86°51'31" EAST,
100.00 FEET; THENCE SOUTH 67°47'52" EAST, 540.96 FEET; THENCE SOUTH
07°06'24" WEST, 165.83 FEET; THENCE SOUTH 44°55'49" WEST, 168.91 FEET;
THENCE SOUTH 18°53'04" EAST, 221.15 FEET; THENCE SOUTH 41°03'24" EAST,
749.47 FEET; THENCE SOUTH 17°10'39" EAST, 511.78 FEET; THENCE SOUTH
52°42'37" EAST, 335.86 FEET; THENCE NORTH 74°30'57" EAST, 245.80 FEET;
THENCE SOUTH 27°54'04" EAST, 214.27 FEET; THENCE SOUTH 48°04'53" WEST,
176.04 FEET; THENCE SOUTH 06°17'05" WEST, 281.60 FEET; THENCE SOUTH
24°55'19" EAST, 157.18 FEET; THENCE SOUTH 16°00'38" EAST, 148.34 FEET;
THENCE SOUTH 35°04'35" EAST, 216.71 FEET; THENCE SOUTH 74°11'55" EAST,
235.48 FEET; THENCE SOUTH 21°33'32" EAST, 100.36 FEET; THENCE SOUTH
12°45'16" WEST, 141.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE
SOUTH 12°45'16" WEST, 89.41 FEET; THENCE SOUTH 76°13'58" WEST, 200.00
FEET; THENCE NORTH 13°46'02" WEST, 80.00 FEET; THENCE NORTH 76°13'58"
EAST, 239.92 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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DRAINAGE PARCEL NO. 13

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61 FEET; THENCE SOUTH $45^{\circ}14'42''$ EAST 196.29 FEET; THENCE SOUTH $76^{\circ}13'42''$ EAST, 330.49 FEET;

THENCE SOUTH 06°08'41" EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET; THENCE SOUTH 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51" EAST, 218.74 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET; THENCE SOUTH 67°32'01" EAST, 164.89 FEET; THENCE NORTH 39°01'21" EAST, 230.84 FEET; THENCE NORTH 52°36'46" EAST, 460.60 FEET; THENCE NORTH 35°53'20" WEST, 132.18 FEET; THENCE NORTH 55°30'57" EAST, 202.80 FEET; THENCE NORTH 85°10'58" EAST, 195.66 FEET; THENCE NORTH 88°19'15" EAST, 225.03 FEET; THENCE NORTH 08°01'18" WEST, 253.23 FEET; THENCE NORTH 66°15'26" EAST, 638.84 FEET; THENCE SOUTH 38°36'40" EAST, 228.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.68 FEET, AN ARC DISTANCE OF 366.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°04'39" EAST, 364.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°32'36" EAST, 366.95 FEET; THENCE SOUTH 63°14'11" WEST, 779.24 FEET; THENCE SOUTH 05°28'39" EAST, 393.20 FEET; THENCE SOUTH 57°34'48" WEST, 347.65 FEET; THENCE SOUTH 13°07'39" EAST, 233.12 FEET; THENCE NORTH 72°12'31" EAST, 102.64 FEET; THENCE SOUTH 39°10'10" EAST, 243.35 FEET; THENCE NORTH 59°29'45" EAST, 1015.20 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°20'57" EAST, 383.94 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 165.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°01'43" EAST, 164.48 FEET; THENCE SOUTH 30°57'35" WEST, 841.88 FEET; THENCE SOUTH 19°10'13" EAST, 199.99 FEET; THENCE SOUTH 58°20'42" EAST, 423.83 FEET; THENCE SOUTH 63°31'50" EAST, 1846.46 FEET; THENCE NORTH 88°38'12" EAST, 72.10 FEET; THENCE NORTH 32°45'49" EAST, 135.07 FEET; THENCE NORTH 59°52'58" EAST, 157.63 FEET; THENCE SOUTH 80°36'18" EAST, 133.15 FEET; THENCE NORTH 58°15'19" EAST, 1118.00 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 431.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°53'55" EAST, 427.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°19'39" EAST, 606.83 FEET; THENCE SOUTH 71°06'50" WEST, 434.16 FEET; THENCE SOUTH 64°46'42" WEST, 606.01 FEET; THENCE SOUTH 17°08'14" EAST, 837.52 FEET; THENCE SOUTH 84°47'20" EAST, 123.17 FEET; THENCE NORTH 52°50'57" EAST, 700.88 FEET; THENCE NORTH 10°08'02" EAST, 335.05 FEET; THENCE NORTH 29°31'35" EAST, 110.11 FEET; THENCE NORTH 58°03'59" EAST, 106.66 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 417.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°20'12" EAST, 415.26 FEET; THENCE SOUTH 38°00'34" WEST, 141.86 FEET; THENCE SOUTH 01°53'32" WEST, 210.88 FEET; THENCE SOUTH

13°24'43" WEST, 308.28 FEET; THENCE SOUTH 08°21'39" EAST, 189.05 FEET;
THENCE SOUTH 43°17'29" EAST, 302.20 FEET; THENCE NORTH 86°51'31" EAST,
100.00 FEET; THENCE SOUTH 67°47'52" EAST, 540.96 FEET; THENCE SOUTH
07°06'24" WEST, 165.83 FEET; THENCE SOUTH 44°55'49" WEST, 168.91 FEET;
THENCE SOUTH 18°53'04" EAST, 221.15 FEET; THENCE SOUTH 41°03'24" EAST,
749.47 FEET; THENCE SOUTH 17°10'39" EAST, 511.78 FEET; THENCE SOUTH
52°42'37" EAST, 335.86 FEET; THENCE NORTH 74°30'57" EAST, 245.80 FEET;
THENCE SOUTH 27°54'04" EAST, 214.27 FEET; THENCE SOUTH 48°04'53" WEST,
176.04 FEET; THENCE SOUTH 06°17'05" WEST, 281.60 FEET; THENCE SOUTH
24°55'19" EAST, 157.18 FEET; THENCE SOUTH 16°00'38" EAST, 148.34 FEET;
THENCE SOUTH 35°04'35" EAST, 216.71 FEET; THENCE SOUTH 74°11'55" EAST,
235.48 FEET; THENCE SOUTH 21°33'32" EAST, 100.36 FEET; THENCE SOUTH
12°45'16" WEST, 231.01 FEET; THENCE SOUTH 40°17'20" EAST, 304.03 FEET;
THENCE SOUTH 23°49'54" WEST, 231.09 FEET; THENCE SOUTH 48°22'03" WEST,
162.98 FEET; THENCE SOUTH 04°54'43" WEST, 519.42 FEET; THENCE SOUTH
76°38'20" EAST, 53.60 FEET; THENCE SOUTH 52°12'16" EAST, 122.90 FEET;
THENCE SOUTH 16°37'38" WEST, 67.39 FEET; THENCE SOUTH 35°49'15" WEST,
176.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°23'18" WEST,
80.00 FEET; THENCE NORTH 84°36'42" WEST, 200.00 FEET; THENCE NORTH
05°23'18" EAST, 80.00 FEET; THENCE SOUTH 84°36'42" EAST, 200.00 FEET.
TO THE POINT OF BEGINNING.

TOGETHER WITH

DRAINAGE PARCEL NO. 14

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61 FEET; THENCE SOUTH $45^{\circ}14'42''$ EAST 196.29 FEET; THENCE SOUTH $76^{\circ}13'42''$ EAST, 330.49 FEET;

THENCE SOUTH 06°08'41" EAST, 185.24 FEET; THENCE SOUTH 18°35'58" WEST, 312.80 FEET; THENCE SOUTH 16°31'55" EAST, 306.55 FEET; THENCE SOUTH 15°16'45" EAST, 490.53 FEET; THENCE SOUTH 21°00'11" EAST, 678.16 FEET; THENCE SOUTH 10°36'42" WEST, 613.33 FEET; THENCE SOUTH 17°26'51" EAST, 218.74 FEET; THENCE SOUTH 23°48'22" WEST, 198.21 FEET; THENCE SOUTH 67°32'01" EAST, 164.89 FEET; THENCE NORTH 39°01'21" EAST, 230.84 FEET; THENCE NORTH 52°36'46" EAST, 460.60 FEET; THENCE NORTH 35°53'20" WEST, 132.18 FEET; THENCE NORTH 55°30'57" EAST, 202.80 FEET; THENCE NORTH 85°10'58" EAST, 195.66 FEET; THENCE NORTH 88°19'15" EAST, 225.03 FEET; THENCE NORTH 08°01'18" WEST, 253.23 FEET; THENCE NORTH 66°15'26" EAST, 638.84 FEET; THENCE SOUTH 38°36'40" EAST, 228.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.68 FEET, AN ARC DISTANCE OF 366.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°04'39" EAST, 364.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°32'36" EAST, 366.95 FEET; THENCE SOUTH 63°14'11" WEST, 779.24 FEET; THENCE SOUTH 05°28'39" EAST, 393.20 FEET; THENCE SOUTH 57°34'48" WEST, 347.65 FEET; THENCE SOUTH 13°07'39" EAST, 233.12 FEET; THENCE NORTH 72°12'31" EAST, 102.64 FEET; THENCE SOUTH 39°10'10" EAST, 243.35 FEET; THENCE NORTH 59°29'45" EAST, 1015.20 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°20'57" EAST, 383.94 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 165.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°01'43" EAST, 164.48 FEET; THENCE SOUTH 30°57'35" WEST, 841.88 FEET; THENCE SOUTH 19°10'13" EAST, 199.99 FEET; THENCE SOUTH 58°20'42" EAST, 423.83 FEET; THENCE SOUTH 63°31'50" EAST, 1846.46 FEET; THENCE NORTH 88°38'12" EAST, 72.10 FEET; THENCE NORTH 32°45'49" EAST, 135.07 FEET; THENCE NORTH 59°52'58" EAST, 157.63 FEET; THENCE SOUTH 80°36'18" EAST, 133.15 FEET; THENCE NORTH 58°15'19" EAST, 1118.00 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 431.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°53'55" EAST, 427.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°19'39" EAST, 606.83 FEET; THENCE SOUTH 71°06'50" WEST, 434.16 FEET; THENCE SOUTH 64°46'42" WEST, 606.01 FEET; THENCE SOUTH 17°08'14" EAST, 837.52 FEET; THENCE SOUTH 84°47'20" EAST, 123.17 FEET; THENCE NORTH 52°50'57" EAST, 700.88 FEET; THENCE NORTH 10°08'02" EAST, 335.05 FEET; THENCE NORTH 29°31'35" EAST, 110.11 FEET; THENCE NORTH 58°03'59" EAST, 106.66 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 417.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°20'12" EAST, 415.26 FEET; THENCE SOUTH 38°00'34" WEST, 141.86 FEET; THENCE SOUTH 01°53'32" WEST, 210.88 FEET; THENCE SOUTH

13°24'43" WEST, 308.28 FEET; THENCE SOUTH 08°21'39" EAST, 189.05 FEET; THENCE SOUTH 43°17'29" EAST, 302.20 FEET; THENCE NORTH 86°51'31" EAST, 100.00 FEET; THENCE SOUTH 67°47'52" EAST, 540.96 FEET; THENCE SOUTH 07°06'24" WEST, 165.83 FEET; THENCE SOUTH 44°55'49" WEST, 168.91 FEET; THENCE SOUTH 18°53'04" EAST, 221.15 FEET; THENCE SOUTH 41°03'24" EAST, 749.47 FEET; THENCE SOUTH 17°10'39" EAST, 511.78 FEET; THENCE SOUTH 52°42'37" EAST, 335.86 FEET; THENCE NORTH 74°30'57" EAST, 245.80 FEET; THENCE SOUTH 27°54'04" EAST, 214.27 FEET; THENCE SOUTH 48°04'53" WEST, 176.04 FEET; THENCE SOUTH 06°17'05" WEST, 281.60 FEET; THENCE SOUTH 24°55'19" EAST, 157.18 FEET; THENCE SOUTH 16°00'38" EAST, 148.34 FEET; THENCE SOUTH 35°04'35" EAST, 216.71 FEET; THENCE SOUTH 74°11'55" EAST, 235.48 FEET; THENCE SOUTH 21°33'32" EAST, 100.36 FEET; THENCE SOUTH 12°45'16" WEST, 231.01 FEET; THENCE SOUTH 40°17'20" EAST, 304.03 FEET; THENCE SOUTH 23°49'54" WEST, 231.09 FEET; THENCE SOUTH 48°22'03" WEST, 162.98 FEET; THENCE SOUTH 04°54'43" WEST, 519.42 FEET; THENCE SOUTH 76°38'20" EAST, 53.60 FEET; THENCE SOUTH 52°12'16" EAST, 122.90 FEET; THENCE SOUTH 16°37'38" WEST, 67.39 FEET; THENCE SOUTH 35°49'15" WEST, 176.88 FEET; THENCE SOUTH 05°23'18" WEST, 158.78 FEET; THENCE SOUTH 41°05'50" WEST, 222.30 FEET; THENCE SOUTH 19°11'05" EAST, 189.15 FEET; THENCE SOUTH 14°02'05" EAST, 154.06 FEET; THENCE SOUTH 05°06'00" WEST, 281.43 FEET; THENCE SOUTH 25°49'11" WEST, 70.84 FEET; THENCE SOUTH 32°02'10" WEST, 143.92 FEET; THENCE SOUTH 01°23'13" EAST, 194.46 FEET; THENCE SOUTH 84°04'29" EAST, 141.05 FEET; THENCE NORTH 48°17'58" EAST, 85.96 FEET; THENCE NORTH 62°03'30" EAST, 101.02 FEET; THENCE NORTH 78°41'14" EAST, 44.99 FEET; THENCE SOUTH 09°42'04" EAST, 167.13 FEET; THENCE SOUTH 56°09'55" WEST, 236.51 FEET; THENCE NORTH 81°16'27" WEST, 128.33 FEET; THENCE SOUTH 60°38'08" WEST, 136.82 FEET; THENCE SOUTH 02°18'47" WEST, 231.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33°22'05" WEST, 93.38 FEET; THENCE NORTH 87°41'13" WEST, 200.00 FEET; THENCE NORTH 02°18'47" WEST, 80.00 FEET; THENCE SOUTH 87°41'13" EAST, 248.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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DRAINAGE PARCEL NO. 15

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 2386.46 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64); THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 7023.41 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH $82^{\circ}23'16''$ WEST, 860 FEET, MORE OR LESS TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID SOUTHEASTERLY LINE LYING 17.00 FEET SOUTHEASTERLY OF THE THREAD, RUN, OR LOWEST CONTOUR OF THE NORTHERLY FORK OF CORKLAN BRANCH, AND TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT A; THENCE RETURN TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $40^{\circ}25'29''$ EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95, A DISTANCE OF 95.19 FEET; THENCE SOUTH $82^{\circ}23'16''$ WEST, 1040 FEET, MORE OR LESS TO THE AFORESAID SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289; THENCE NORTHERLY AND EASTERLY, ALONG LAST SAID LINE, 225 FEET, MORE OR LESS TO SAID REFERENCE POINT A, AND TO CLOSE.

TRACT 8-A1

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 487.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $00^{\circ}43'26''$ WEST, ALONG LAST SAID LINE, 1280.28 FEET; THENCE SOUTH $78^{\circ}17'06''$ WEST, 13.41 FEET; THENCE SOUTH $82^{\circ}19'09''$ WEST, 78.31 FEET; THENCE SOUTH $70^{\circ}06'27''$ WEST, 85.16 FEET; THENCE SOUTH $62^{\circ}22'59''$ WEST, 83.46 FEET; THENCE SOUTH $55^{\circ}24'08''$ WEST, 41.54 FEET; THENCE SOUTH $58^{\circ}13'09''$ WEST, 53.87 FEET; THENCE SOUTH $61^{\circ}14'17''$ WEST, 102.60 FEET; THENCE SOUTH $69^{\circ}29'05''$ WEST, 94.95 FEET; THENCE SOUTH $88^{\circ}17'45''$ WEST, 76.27 FEET; THENCE NORTH $22^{\circ}35'03''$ WEST, 52.79 FEET; THENCE NORTH $13^{\circ}01'59''$ EAST, 57.89 FEET; THENCE NORTH $42^{\circ}16'17''$ EAST, 183.36 FEET; THENCE NORTH $03^{\circ}22'47''$ EAST, 73.73 FEET; THENCE SOUTH $85^{\circ}27'35''$ WEST, 67.91 FEET; THENCE SOUTH $72^{\circ}18'27''$ WEST, 156.82 FEET; THENCE SOUTH $72^{\circ}17'58''$ WEST, 94.70 FEET; THENCE SOUTH $71^{\circ}55'19''$ WEST, 68.78 FEET; THENCE NORTH $44^{\circ}07'49''$ WEST, 35.92 FEET; THENCE SOUTH $78^{\circ}50'54''$ WEST, 98.59 FEET; THENCE NORTH $80^{\circ}15'28''$ WEST, 94.24 FEET; THENCE NORTH $87^{\circ}12'24''$ WEST, 106.41 FEET; THENCE SOUTH $80^{\circ}46'33''$ WEST, 108.14 FEET; THENCE SOUTH $62^{\circ}52'35''$ WEST, 50.94 FEET; THENCE SOUTH $50^{\circ}04'43''$ WEST, 99.47 FEET; THENCE SOUTH $46^{\circ}14'28''$ WEST, 104.08 FEET; THENCE SOUTH $86^{\circ}58'57''$ WEST, 107.59 FEET; THENCE SOUTH $87^{\circ}21'01''$ WEST, 88.48 FEET; THENCE SOUTH $68^{\circ}55'30''$ WEST, 79.53 FEET; THENCE NORTH $28^{\circ}58'18''$ WEST, 37.86 FEET; THENCE NORTH $14^{\circ}07'59''$ WEST, 72.00 FEET; THENCE NORTH $38^{\circ}41'30''$ WEST, 58.61 FEET; THENCE NORTH $73^{\circ}25'26''$ WEST, 98.73 FEET; THENCE NORTH $86^{\circ}28'21''$ WEST, 124.82 FEET; THENCE NORTH $77^{\circ}13'28''$ WEST, 108.03 FEET; THENCE NORTH $57^{\circ}42'36''$ WEST, 87.16 FEET; THENCE SOUTH $61^{\circ}58'33''$ WEST, 184.23 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 897.32 FEET, AN ARC DISTANCE OF 89.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $35^{\circ}45'32''$ EAST, 89.30 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $38^{\circ}36'40''$ EAST, 260.14 FEET; THENCE SOUTH $51^{\circ}23'20''$ WEST, 12.00 FEET; THENCE SOUTH $38^{\circ}36'40''$ EAST, 840.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1090.68 FEET, AN ARC DISTANCE OF 362.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $29^{\circ}05'00''$ EAST, 361.07 FEET; THENCE SOUTH $90^{\circ}00'00''$ EAST, 1471.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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TRACT 8-A2

A PORTION OF SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'10''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY FLORIDA, A DISTANCE OF 2386.51 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE ON INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64); THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 3074.46 FEET; THENCE SOUTH $65^{\circ}16'39''$ WEST, 92.48 FEET; THENCE SOUTH $68^{\circ}03'38''$ WEST, 132.97 FEET; THENCE SOUTH $43^{\circ}05'04''$ WEST, 137.61 FEET; THENCE SOUTH $54^{\circ}14'33''$ WEST, 111.54 FEET; THENCE SOUTH $63^{\circ}33'20''$ WEST, 57.02 FEET; THENCE SOUTH $04^{\circ}35'43''$ WEST, 87.93 FEET; THENCE SOUTH $29^{\circ}29'56''$ EAST, 43.97 FEET; THENCE SOUTH $43^{\circ}11'33''$ EAST, 45.55 FEET; THENCE SOUTH $29^{\circ}39'20''$ EAST, 43.29 FEET; THENCE SOUTH $03^{\circ}57'28''$ EAST, 46.62 FEET; THENCE SOUTH $89^{\circ}17'26''$ WEST, 1581.97 FEET; TO THE WEST LINE OF SAID SECTION 30, ALSO BEING THE EAST LINE OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA; THENCE NORTH $01^{\circ}04'30''$ WEST, ALONG LAST SAID LINE, 496.51 FEET TO THE POINT OF BEGINNING.

TRACT 20A

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ALSO BEING THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 100 FEET RIGHT-OF-WAY AS NOW ESTABLISHED AND SHOWN ON THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY MAP, DATED DECEMBER 31, 1927); THENCE SOUTH $88^{\circ}02'52''$ WEST, ALONG THE AFORESAID SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072, A DISTANCE OF 233.86 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY; THENCE SOUTH $88^{\circ}42'27''$ WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, A DISTANCE OF 3321.14 FEET TO THE NORTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9B (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72002-2513) AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9B, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE No. 1: SOUTH $11^{\circ}39'49''$ WEST, 465.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE No. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2171.83 FEET, AN ARC DISTANCE OF 1118.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $26^{\circ}24'44''$ WEST, 1105.79 FEET; THENCE NORTH $53^{\circ}45'24''$ WEST, 629.92 FEET; THENCE SOUTH $66^{\circ}02'30''$ WEST, 87.41 FEET; THENCE NORTH $40^{\circ}05'35''$ WEST, 170.03 FEET; THENCE SOUTH $56^{\circ}35'17''$ WEST, 482.41 FEET; THENCE SOUTH $23^{\circ}57'30''$ EAST, 84.09 FEET; THENCE SOUTH $66^{\circ}02'30''$ WEST, 143.63 FEET; THENCE SOUTH $73^{\circ}12'06''$ WEST, 103.39 FEET; THENCE NORTH $64^{\circ}21'05''$ WEST, 79.90 FEET; THENCE NORTH $88^{\circ}27'38''$ WEST, 156.30 FEET; THENCE NORTH $60^{\circ}49'41''$ WEST, 91.30 FEET; THENCE NORTH $51^{\circ}17'50''$ WEST, 193.61 FEET; THENCE SOUTH $88^{\circ}50'36''$ WEST, 353.23 FEET TO THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72002-2513); THENCE NORTHWESTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE No. 1: NORTH $40^{\circ}45'50''$ WEST, 1567.72 FEET; COURSE No. 2: SOUTH $49^{\circ}34'31''$ WEST, 50.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 72280-2403, DATED 4-16-64); THENCE NORTH $40^{\circ}25'29''$ WEST, ALONG LAST SAID LINE, 89.55 FEET TO THE AFORESAID

SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO(2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 88°12'39" EAST, 1790.92 FEET TO THE EAST LINE OF SAID SECTION 30, ALSO BEING THE WEST LINE OF SECTION 29; COURSE NO. 2: NORTH 88°42'27" EAST, 2024.68 FEET TO THE POINT OF BEGINNING.

A PORTION OF SECTIONS 28, 29, 32, 33 AND 48, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA S.R.D. RIGHT-OF-WAY MAP, SECTION 72280-2403) AND THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY LINE AS PER S.R.D. RIGHT-OF-WAY MAP FOR INTERSTATE NO. 95, STATE ROAD NO. 9, SECTION 78080-2403), SAID POINT LYING ON THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE(3) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS 7789.44 FEET, AN ARC DISTANCE OF 190.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 38°16'02" WEST, 190.36 FEET TO A POINT ON SAID CURVE AND TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7789.44 FEET, AN ARC DISTANCE OF 198.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 39°41'46" WEST, 198.14 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: NORTH 40°25'29" WEST, 155.46 FEET TO THE NORTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B (PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 72202-2513); THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY OF SAID STATE ROAD NO. 9B RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: NORTH 89°26'39" EAST, 65.14 FEET; COURSE NO. 2: NORTH 40°25'29" WEST, 2266.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2744.79 FEET, AN ARC DISTANCE OF 708.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°01'48" WEST, 706.54 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH 25°38'06" WEST, 2143.97 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1789.86 FEET, AN ARC DISTANCE OF 1079.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 04°00'36" WEST, 1062.92 FEET TO A POINT OF NON TANGENCY; COURSE NO. 6: NORTH 10°15'44" EAST, 500.02 FEET; COURSE NO. 7: NORTH 11°39'49" EAST, 1912.98 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA;

THENCE NORTH $88^{\circ}42'27''$ EAST, ALONG LAST SAID LINE, 2913.53 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE NORTH $89^{\circ}02'52''$ EAST, ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28, ALSO BEING THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072 OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE OF 233.86 FEET, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILWAY (A 100 FOOT RIGHT-OF-WAY AS PER F.E.C. RAILROAD RIGHT-OF-WAY MAP, DATED DECEMBER 31, 1927); THENCE SOUTH $41^{\circ}00'03''$ EAST, ALONG LAST SAID LINE, 1203.27 FEET TO THE WESTERLY LINE OF THE EAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE SOUTH $00^{\circ}58'20''$ EAST, ALONG LAST SAID LINE, 425.24 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE NORTH $88^{\circ}54'55''$ EAST, ALONG LAST SAID LINE 356.59 FEET TO THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY; THENCE SOUTH $41^{\circ}00'03''$ EAST, ALONG LAST SAID LINE, 8140.06 FEET TO THE SOUTHERLY LINE OF AFORESAID SECTION 48; THENCE SOUTH $70^{\circ}27'06''$ WEST, ALONG LAST SAID LINE, 91.51 FEET TO A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS PER MONUMENTATION AND LOCAL RECOGNITION); THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $88^{\circ}44'58''$ WEST, 562.37 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1599.87 FEET, AND ARC DISTANCE OF 579.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH $78^{\circ}22'28''$ WEST, 576.24 FEET TO THE SOUTHWESTERLY LINE OF SAID SECTION 48; THENCE NORTH $21^{\circ}19'52''$ WEST, ALONG LAST SAID LINE, 54.56 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 48 WITH THE EASTERLY LINE OF SAID SECTION 33; THENCE SOUTH $00^{\circ}58'41''$ EAST, ALONG LAST SAID LINE, 58.58 FEET AND THE AFORESAID LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO SAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD AND THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1599.87 FEET, AN ARC DISTANCE OF 432.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $59^{\circ}32'02''$ WEST, 430.71 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: SOUTH $51^{\circ}47'52''$ WEST, 189.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1265.26 FEET, AN ARC DISTANCE OF 880.76 FEET,

SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH $71^{\circ}44'24''$ WEST, 863.09 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $88^{\circ}19'05''$ WEST, 3458.97 FEET; COURSE NO. 5: NORTH $01^{\circ}40'55''$ EAST, 17.00 FEET; COURSE NO. 6: NORTH $88^{\circ}19'05''$ WEST, 263.79 FEET; COURSE NO. 7: NORTH $83^{\circ}00'40''$ WEST, 810.52 FEET TO THE POINT OF BEGINNING.

TRACT 20C

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ALSO BEING THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 100 FEET RIGHT-OF-WAY AS NOW ESTABLISHED AND SHOWN ON THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY MAP, DATED DECEMBER 31, 1927); THENCE SOUTH $88^{\circ}02'52''$ WEST, ALONG THE AFORESAID SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072, A DISTANCE OF 233.86 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY; THENCE SOUTH $88^{\circ}42'27''$ WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, A DISTANCE OF 3321.14 FEET TO THE NORTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9B (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72002-2513); THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9B, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE No. 1: SOUTH $11^{\circ}39'49''$ WEST, 465.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE No. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2171.83 FEET, AN ARC-DISTANCE OF 1118.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $26^{\circ}24'44''$ WEST, 1105.79 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING: THENCE NORTH $53^{\circ}45'24''$ WEST, 629.92 FEET; THENCE SOUTH $66^{\circ}02'30''$ WEST, 87.41 FEET; THENCE NORTH $40^{\circ}05'35''$ WEST, 170.03 FEET; THENCE SOUTH $56^{\circ}35'17''$ WEST, 395.29 FEET; THENCE SOUTH $39^{\circ}44'52''$ EAST, 841.68 FEET TO THE AFORESAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9B, AND THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9B, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1107.24 FEET, AN ARC DISTANCE OF 290.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $57^{\circ}04'29''$ EAST, 289.33 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH $49^{\circ}34'03''$ EAST, 25.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2171.83 FEET, AN ARC DISTANCE OF 318.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $45^{\circ}21'51''$ EAST, 318.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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TRACT 25

AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7810, PAGE 1736 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

PART OF THE CHRISTOPHER MICHEN GRANT, SECTION FORTY-EIGHT (48), TOWNSHIP FOUR (4) SOUTH, RANGE TWENTY-EIGHT (28), EAST, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SECTION FORTY-EIGHT (48), TOWNSHIP FOUR (4) SOUTH, RANGE TWENTY-EIGHT (28) EAST, WITH THE COUNTY LINE DIVIDING COUNTY OF DUVAL AND ST. JOHNS, STATE OF FLORIDA, FOR A POINT OF REFERENCE, AND FROM SAID POINT OF REFERENCE, RUN THENCE EASTERLY ALONG SAID COUNTY LINE ELEVEN AND TWENTY-SEVEN HUNDREDTHS (11.27) CHAINS, MORE OR LESS, TO THE INTERSECTION OF SAID COUNTY LINE WITH THE SOUTHERLY LINE OF SAID SECTION FORTY-EIGHT (48), THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF THE SAID SECTION FORTY-EIGHT (48), TO ITS INTERSECTION WITH THE CENTER LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 1, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1, TWENTY-NINE AND SEVENTY-TWO HUNDREDTHS (29.72) CHAINS RUN THENCE NORTHEASTERLY AND AT RIGHT ANGLE TO CENTER LINE OF SAID HIGHWAY, A DISTANCE OF SEVENTY-FIVE (75) FEET TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF SAID HIGHWAY FOR A POINT OF BEGINNING AND FROM SAID POINT OF BEGINNING, RUN THENCE CONTINUING AT A RIGHT ANGLE TO THE CENTER LINE OF SAID HIGHWAY 10 CHAINS, RUN THENCE NORTHWESTERLY AND PARALLEL WITH AND AT ALL POINTS TEN (10) CHAINS DISTANCE FROM THE EASTERLY LINE OF THE RIGHT OF WAY OF SAID U. S. HIGHWAY NO. 1 TO THE NORTHERLY LINE OF SAID SECTION FORTY-EIGHT (48), RUN THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION FORTY-EIGHT (48), TO THE NORTHWESTERLY CORNER OF SAID SECTION FORTY-EIGHT (48), RUN THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID SECTION FORTY-EIGHT (48) TO THE INTERSECTION OF SAID LINE WITH THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1 AND RUN THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 1, TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

A PORTION OF THE CHRISTOPHER MINCHEN GRANT, SECTION 48, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SECTION 48, WITH THE COUNTY LINE DIVIDING COUNTY OF DUVAL AND ST. JOHNS, SAID LINE ALSO BEING THE SOUTHERLY LINE OF TOWNSHIP 4 SOUTH AND THE NORTHERLY LINE OF TOWNSHIP 5 SOUTH, RANGE 28 EAST, STATE OF FLORIDA, THENCE NORTH 88°55'32" EAST ALONG LAST SAID LINE, ALSO BEING THE SOUTH LINE OF SAID SECTION 48, AND THE NORTH LINE OF SECTION 47, TOWNSHIP 5 SOUTH, RANGE 28 EAST, 713.72 FEET TO THE SOUTHEASTERLY LINE OF SAID SECTION 48; THENCE NORTH 70°27'06" EAST, ALONG LAST SAID LINE, ALSO BEING THE NORTHWESTERLY LINE OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 28 EAST, 809.72 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, STATE ROAD NO. 5 (A VARIABLE WIDTH RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 7207-112 DATED MARCH 18, 1955; THENCE NORTHWESTERLY ALONG LAST SAID LINE RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41°55'00" WEST, 457.00 FEET; COURSE NO. 2: NORTH 41°19'44" WEST 1541.18 FEET TO THE SOUTHEASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 7810, PAGE 1736 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND THE POINT OF BEGINNING: THENCE NORTHEASTERLY, NORTHWESTERLY AND SOUTHWESTERLY ALONG THE SOUTHEASTERLY, NORTHEASTERLY, AND NORTHWESTERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 7810, PAGE 1736, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: NORTH 48°32'51" EAST, 636.34 FEET; COURSE NO. 2: NORTH 41°19'44" WEST, 884.51 FEET; COURSE NO. 3: NORTH 41°01'38" WEST, 1067.30 FEET TO THE NORTHERLY LINE OF SAID SECTION 48; COURSE NO. 4: SOUTH 69°07'44" WEST, ALONG SAID NORTHERLY LINE OF SECTION 48, A DISTANCE OF 677.21 FEET TO THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTHEASTERLY ALONG LAST SAID LINE RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 41°00'03" EAST, 1302.18 FEET; COURSE NO. 2: SOUTH 41°19'44" EAST, 887.71 FEET TO THE POINT OF BEGINNING.

TRACT 4

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

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24,, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AN PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 484.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $76^{\circ}09'03''$ WEST, 484.05 FEET TO THE POINT OF TANGENCY, SAID POINT HEREINAFTER REFERRED TO AS REFERENCE POINT A; THENCE RETURN TO THE POINT OF BEGINNING; SAID POINT LYING ON THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG SAID SOUTHWESTERLY

RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 61.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°35'25" WEST, 59.79 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD; THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: NORTH 74°49'54" WEST, 153.55 FEET; COURSE NO. 2: NORTH 78°31'34" WEST, 2803.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5779.58 FEET, AN ARC DISTANCE OF 479.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°09'03" WEST, 479.07 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH 73°46'32" WEST, 80 FEET, MORE OR LESS TO THE EASTERLY SHORELINE/MEAN HIGH WATER LINE OF THE NORTH FORK OF JULINGTON CREEK; THENCE SOUTHERLY, ALONG LAST SAID LINE, 60 FEET, MORE OR LESS TO THE AFOREMENTIONED LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO ST. AUGUSTINE ROAD, SAID LINE BEARING NORTH 73°46'32" WEST, FROM THE AFORESAID REFERENCE POINT A; THENCE SOUTH 73°46'32" EAST, ALONG LAST SAID LINE, 80 FEET, MORE OR LESS TO SAID REFERENCE POINT A, AND TO CLOSE.

LESS AND EXCEPT THAT PORTION OF A 40 FOOT HAUL ROUTE FOR BORROW PIT NO. 5, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY.

TRACT 9-A

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A PORTION OF SECTIONS 29, 30, 31 AND 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2386.46 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $40^{\circ}25'29''$ EAST, 10222.19 FEET TO THE SOUTHERLY LINE OF PARCEL NO. 100, PART "A" SECTION NO. 72280-2428 AND TO THE POINT OF BEGINNING; COURSE NO 2: CONTINUE SOUTH $40^{\circ}25'29''$ EAST, 3950.41 FEET TO THE NORTHWESTERLY LINE OF PARCEL NO. 100 PART "B" SECTION NO. 72280-2428; THENCE SOUTH $49^{\circ}34'31''$ WEST, ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF THOSE LANDS DESIGNATED AS BORROW PIT NO. 1, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, A DISTANCE OF 383.68 FEET TO THE SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72002-2513 AND TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF LIMITED ACCESS RIGHT-OF-WAY RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1086.23 FEET, AN ARC DISTANCE OF 881.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $71^{\circ}04'01''$ WEST, 857.41 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.39 FEET, AN ARC DISTANCE OF 505.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $36^{\circ}46'42''$ WEST, 502.77 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5528, PAGE 680 SAID CURRENT PUBLIC RECORDS; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY AND WESTERLY LINE OF SAID LANDS, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $87^{\circ}40'44''$

WEST, 42.53 FEET; COURSE NO. 2: SOUTH $01^{\circ}16'01''$ EAST, 91.30 FEET TO THE AFORESAID SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B AND TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY ALONG THE SAID SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.39 FEET, AN ARC DISTANCE OF 129.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $18^{\circ}29'22''$ WEST, 128.98 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: SOUTH $15^{\circ}40'22''$ WEST, 522.48 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD VOLUME 6335, PAGE 934 SAID CURRENT PUBLIC RECORDS; THENCE SOUTH $88^{\circ}28'54''$ WEST, ALONG LAST SAID LINE, 422.77 FEET TO THE WESTERLY LINE OF LIMITED ACCESS RIGHT-OF-WAY OF SAID STATE ROAD NO. 9B ; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG LAST SAID LINE RUN THE FOLLOWING (4) COURSES AND DISTANCES; COURSE NO. 1: NORTH $11^{\circ}39'49''$ EAST, 927.53 FEET; COURSE NO. 2: NORTH $10^{\circ}53'12''$ EAST, 900.26 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1789.86 FEET, AN ARC DISTANCE OF 1343.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $09^{\circ}49'43''$ WEST, 1311.97 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $31^{\circ}19'43''$ WEST, 1288.52 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS BORROW PIT NO. 2 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH $49^{\circ}34'31''$ EAST, ALONG LAST SAID LINE, 30.01 FEET TO THE NORTHEASTERLY LINE OF SAID BORROW PIT NO. 2; THENCE NORTH $40^{\circ}25'29''$ WEST, ALONG LAST SAID LINE, 187.46 FEET TO SAID WESTERLY LINE OF LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD NO. 9B; THENCE NORTH $31^{\circ}19'43''$ WEST, ALONG LAST SAID LINE, 165.02 FEET TO SAID SOUTHERLY LINE OF PARCEL NO. 100 PART "A"; THENCE NORTH $49^{\circ}34'31''$ EAST, ALONG LAST SAID LINE, 273.92 FEET TO THE POINT OF BEGINNING.

TRACT 9-B

A PORTION OF SECTIONS 29, 30, AND 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ALSO BEING THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 100 FOOT RIGHT-OF-WAY AS PER THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY MAP, DATED DECEMBER 31, 1927); THENCE SOUTH $89^{\circ}02'52''$ WEST, ALONG THE AFORESAID SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072, A DISTANCE OF 233.86 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE SOUTH $88^{\circ}42'27''$ WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 2913.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $88^{\circ}42'27''$ WEST, ALONG LAST SAID LINE, 410.45 FEET TO THE NORTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72002-2513; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $11^{\circ}39'49''$ WEST, 465.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2171.83 FEET, AN ARC DISTANCE OF 1436.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ}36'56''$ WEST, 1410.71 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: SOUTH $49^{\circ}34'03''$ WEST, 25.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 4: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1107.24 FEET, AN ARC DISTANCE OF 1739.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $85^{\circ}25'02''$ WEST, 1566.29 FEET TO THE POINT OF TANGENCY AND TO THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-

WAY MAP SECTION NO. 72002-2513; THENCE NORTHWESTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}45'50''$ WEST, 2028.41 FEET; COURSE NO. 2: SOUTH $49^{\circ}34'31''$ WEST, 50.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72280-2403, DATED 4-1-64); THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 9996.97 FEET TO THE AFORESAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH $89^{\circ}26'39''$ EAST, 65.14 FEET; COURSE NO. 2: NORTH $40^{\circ}25'29''$ WEST, 2266.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST AND THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF AFORESAID STATE ROAD NO. 9B; THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2744.79 FEET, AN ARC DISTANCE OF 708.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $33^{\circ}01'48''$ WEST, 706.54 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH $25^{\circ}38'06''$ WEST, 2143.97 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1789.86 FEET, AN ARC DISTANCE OF 1079.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $04^{\circ}00'36''$ WEST, 1062.92 FEET TO THE POINT OF NON-TANGENCY; COURSE NO. 4: NORTH $10^{\circ}15'44''$ EAST, 500.02 FEET; COURSE NO. 5: NORTH $11^{\circ}39'49''$ EAST, 1912.98 FEET TO THE POINT OF BEGINNING.

TRACT 9-C

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2386.46 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $40^{\circ}25'29''$ EAST, 7172.60 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: SOUTH $40^{\circ}25'29''$ EAST, 409.88 FEET TO THE NORTHWESTERLY LINE OF PARCEL 100 PART "D" SECTION NO. 72280-2428; THENCE SOUTH $49^{\circ}34'31''$ WEST, ALONG LAST SAID LINE, 50.00 FEET TO THE SOUTHWESTERLY LINE OF LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD 9B AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72002-2513; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF LIMITED ACCESS RIGHT-OF-WAY RUN THE FOLLOWING (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 409.88 FEET; COURSE NO. 2: NORTH $49^{\circ}34'31''$ EAST, 50.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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TRACT 9-D

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2386.46 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $40^{\circ}25'29''$ EAST, 8017.78 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH $40^{\circ}25'29''$ EAST, 1691.28 FEET TO THE NORTHWESTERLY LINE OF PARCEL NO. 100 PART "C" (PER FLORIDA DEPARTMENT OF TRANSPORTATION SECTION NO. 72280-2428); THENCE SOUTH $49^{\circ}34'31''$ WEST ALONG LAST SAID LINE, 191.76 FEET TO THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72002-2513); THENCE NORTHWESTERLY, ALONG THE SAID SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN THE FOLLOWING (3) COURSES AND DISTANCES; COURSE NO.1: NORTH $31^{\circ}19'43''$ WEST, 602.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3699.72 FEET, AN ARC DISTANCE OF 587.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $35^{\circ}52'36''$ WEST, 586.74 FEET TO THE POINT OF TANGENCY; COURSE NO.3: NORTH $40^{\circ}25'29''$ WEST, 511.58 FEET TO THE SOUTHERLY LINE OF PARCEL NO. 100 PART "D" (PER FLORIDA DEPARTMENT OF TRANSPORTATION SECTION NO. 72280-2428); THENCE NORTH $49^{\circ}34'31''$ EAST, ALONG LAST SAID LINE, 50.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

TRACT 9-E

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A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2386.46 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72280-2403, DATED 4-1-64), THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $40^{\circ}25'29''$ EAST, 14692.60 FEET TO THE SOUTHERLY LINE OF A 40 FOOT HAUL ROUTE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH $40^{\circ}25'29''$ EAST, 2226.41 FEET TO THE SOUTHERLY LINE OF LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72002-2513; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9B, RUN THE FOLLOWING (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $89^{\circ}26'39''$ WEST, 80.78 FEET; COURSE NO. 2: NORTH $40^{\circ}25'29''$ WEST, 1923.03 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1086.23 FEET, AN ARC DISTANCE OF 253.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $47^{\circ}07'16''$ WEST, 253.32 FEET TO THE SOUTHERLY LINE OF SAID 40 FOOT HAUL ROUTE; THENCE NORTH $49^{\circ}34'31''$ EAST ALONG LAST SAID LINE, 91.54 FEET TO THE POINT OF BEGINNING.

TRACT 19 A

A PORTION OF SECTIONS 31 AND 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA, A DISTANCE OF 2386.46 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72280-2403); THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 10222.19 FEET TO THE SOUTHEASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AS PARCEL NO. 100, PART "A" PER FLORIDA DEPARTMENT OF TRANSPORTATION SECTION NO. 72280-2428; THENCE SOUTH $49^{\circ}34'31''$ WEST, ALONG LAST SAID LINE, 273.92 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS OF STATE ROAD NO. 9B, (FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72002-2513); THENCE SOUTH $31^{\circ}19'43''$ EAST, ALONG LAST SAID LINE, 165.02 FEET TO THE NORTHEASTERLY BOUNDARY OF THOSE LANDS DESIGNATED BORROW PIT NO. 2, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 187.46 FEET TO THE SOUTHEASTERLY LINE OF SAID LANDS DESIGNATED AS BORROW PIT NO. 2; THENCE SOUTH $49^{\circ}34'31''$ WEST, ALONG LAST SAID LINE, 30.01 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS OF STATE ROAD NO. 9B AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $49^{\circ}34'31''$ WEST, ALONG SAID SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED AS BORROW PIT NO. 2, A DISTANCE OF 469.99 FEET TO THE SOUTHWESTERLY LINE OF SAID LANDS DESIGNATED AS BORROW PIT NO. 2: THENCE NORTH $40^{\circ}25'29''$ WEST, ALONG LAST SAID LINE 358.32 FEET; THENCE SOUTH $81^{\circ}11'02''$ WEST, 117.95 FEET; THENCE SOUTH $75^{\circ}58'23''$ WEST, 32.21 FEET; THENCE NORTH $83^{\circ}23'05''$ WEST, 46.87 FEET; THENCE SOUTH $37^{\circ}25'10''$ EAST, 643.96 FEET; THENCE NORTH $56^{\circ}48'22''$ EAST, 42.61 FEET; THENCE NORTH $37^{\circ}51'36''$ EAST, 70.31 FEET; THENCE NORTH $36^{\circ}26'04''$ EAST, 101.72 FEET; THENCE NORTH $79^{\circ}16'56''$ EAST, 66.03 FEET; THENCE NORTH $65^{\circ}51'16''$ EAST, 58.61 FEET; THENCE SOUTH $69^{\circ}53'49''$ EAST, 50.50 FEET; THENCE SOUTH $27^{\circ}26'47''$ EAST, 98.00 FEET; THENCE SOUTH $35^{\circ}53'18''$ EAST, 46.72 FEET; THENCE SOUTH $66^{\circ}02'18''$ EAST, 81.98 FEET; THENCE NORTH $79^{\circ}16'48''$ EAST, 69.04 FEET; THENCE SOUTH $39^{\circ}16'26''$ EAST, 30.23 FEET; THENCE SOUTH $50^{\circ}25'11''$ EAST, 75.90 FEET;; THENCE SOUTH $88^{\circ}08'06''$ EAST, 73.59 FEET; THENCE NORTH $68^{\circ}14'05''$ EAST, 77.27 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS OF STATE ROAD NO. 9B; THENCE NORTH $31^{\circ}19'43''$ WEST, ALONG LAST SAID LINE, 673.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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TRACT 19 B

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA, A DISTANCE OF 2386.46 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72280-2403); THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 10222.19 FEET TO THE SOUTHEASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AS PARCEL NO. 100, PART "A", PER FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION 72280-2428; THENCE SOUTH $49^{\circ}34'31''$ WEST, ALONG LAST SAID LINE, 273.92 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS OF STATE ROAD NO. 9B, (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72002-2513); THENCE SOUTH $31^{\circ}19'43''$ EAST, ALONG LAST SAID LINE, 165.02 FEET TO THE NORTHEASTERLY BOUNDARY OF THOSE LANDS DESIGNATED BORROW PIT NO. 2, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 187.46 FEET TO THE SOUTHEASTERLY LINE OF SAID LANDS DESIGNATED AS BORROW PIT NO. 2; THENCE SOUTH $49^{\circ}34'31''$ WEST, ALONG LAST SAID LINE, 30.01 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS OF STATE ROAD NO. 9B; THENCE SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $31^{\circ}19'43''$ EAST, 1288.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1789.86 FEET, AN ARC DISTANCE OF 585.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $21^{\circ}57'45''$ EAST, 582.57 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; COURSE NO. 3: CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1789.86 FEET, AN ARC DISTANCE OF 758.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $00^{\circ}27'45''$ EAST, 752.44 FEET TO A POINT OF NON TANGENCY; COURSE NO 4: SOUTH $10^{\circ}53'12''$ WEST, 269.38 FEET; THENCE NORTH $46^{\circ}42'26''$ WEST, 14.17 FEET; THENCE NORTH $85^{\circ}35'38''$ WEST, 73.19 FEET; THENCE SOUTH $84^{\circ}06'18''$ WEST, 83.15 FEET; THENCE NORTH $61^{\circ}15'48''$ WEST, 54.65 FEET; THENCE SOUTH $60^{\circ}44'35''$ WEST, 81.81 FEET; THENCE SOUTH $52^{\circ}40'23''$ WEST,

51.60 FEET; THENCE SOUTH $85^{\circ}45'45''$ WEST, 56.82 FEET; THENCE
NORTH $21^{\circ}45'07''$ EAST, 92.23 FEET; THENCE NORTH $59^{\circ}59'07''$ EAST,
68.04 FEET; THENCE NORTH $17^{\circ}08'16''$ WEST, 52.86 FEET; THENCE
NORTH $54^{\circ}09'11''$ WEST, 81.09 FEET; THENCE NORTH $48^{\circ}59'39''$ WEST,
69.12 FEET; THENCE NORTH $29^{\circ}24'08''$ WEST, 57.61 FEET; THENCE
NORTH $31^{\circ}32'17''$ EAST, 819.51 FEET; THENCE NORTH $54^{\circ}54'43''$ EAST,
82.86 FEET TO THE POINT OF BEGINNING.

TRACT 21B

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2386.46 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE SOUTH $40^{\circ}25'29''$ EAST, ALONG LAST SAID LINE, 14692.60 FEET TO THE SOUTHERLY LINE OF A 40 FOOT HAUL ROUTE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH $49^{\circ}34'31''$ WEST ALONG LAST SAID LINE, 91.54 FEET TO THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B, (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72002-2513), AND THE ARC OF A CURVE TO THE SOUTHEAST AND TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1086.23 FEET, AN ARC DISTANCE OF 253.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $47^{\circ}07'16''$ EAST, 253.32 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: SOUTH $40^{\circ}25'29''$ EAST, 208.65 FEET; THENCE SOUTH $70^{\circ}32'04''$ WEST, 57.10 FEET; THENCE SOUTH $69^{\circ}26'47''$ WEST, 52.91 FEET; THENCE SOUTH $76^{\circ}40'16''$ WEST, 151.55 FEET TO THE NORTHEASTERLY BOUNDARY OF THOSE LANDS DESIGNATED AS BORROW PIT NO. 1, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137 SAID CURRENT PUBLIC RECORDS; THENCE NORTH $40^{\circ}25'29''$ WEST, ALONG LAST SAID LINE, 352.81 FEET TO THE SOUTHEASTERLY LINE OF THE AFORESAID 40 FEET HAUL ROUTE; THENCE NORTH $49^{\circ}34'31''$ EAST, ALONG LAST SAID LINE, 208.46 FEET TO THE POINT OF BEGINNING.

TRACT 20B

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ALSO BEING THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 100 FEET RIGHT-OF-WAY AS NOW ESTABLISHED AND SHOWN ON THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY MAP, DATED DECEMBER 31, 1927); THENCE SOUTH $88^{\circ}02'52''$ WEST, ALONG THE AFORESAID SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072, A DISTANCE OF 233.86 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY; THENCE SOUTH $88^{\circ}42'27''$ WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, A DISTANCE OF 3321.14 FEET TO THE NORTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9B (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72002-2513); THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE No. 1: SOUTH $11^{\circ}39'49''$ WEST, 465.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE No. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2171.83 FEET, AN ARC DISTANCE OF 1436.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ}36'56''$ WEST, 1410.71 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: SOUTH $49^{\circ}34'03''$ WEST, 25.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 4: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1107.24 FEET, AN ARC DISTANCE OF 290.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $57^{\circ}04'29''$ WEST, 289.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH $39^{\circ}44'52''$ WEST, 841.68 FEET; THENCE SOUTH $56^{\circ}35'17''$ WEST, 87.12 FEET; THENCE SOUTH $23^{\circ}57'30''$ EAST, 84.09 FEET; THENCE SOUTH $66^{\circ}02'30''$ WEST, 143.63 FEET; THENCE SOUTH $73^{\circ}12'06''$ WEST, 103.39 FEET; THENCE NORTH $64^{\circ}21'05''$ WEST, 79.90 FEET; THENCE NORTH $88^{\circ}27'38''$ WEST, 156.30 FEET; THENCE NORTH $60^{\circ}49'41''$ WEST, 91.30 FEET; THENCE NORTH $51^{\circ}17'50''$ WEST, 193.61 FEET; THENCE SOUTH $88^{\circ}50'36''$ WEST, 353.23 FEET TO THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72002-2513); THENCE SOUTH $40^{\circ}45'50''$ EAST, ALONG LAST SAID LINE, 460.69 FEET TO THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF AFORESAID STATE ROAD NO. 9B AND TO A POINT OF NON-TANGENCY; THENCE ALONG LAST SAID LINE, AND ALONG

AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY; HAVING A RADIUS OF 1107.24 FEET, AN ARC DISTANCE OF 1449.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°54'36" EAST, 1348.33 FEET TO THE POINT OF BEGINNING.

TRACT 7-B

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A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND A PORTION OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403) AND THE NORTHERLY LINE OF SAID SECTION 5, AND THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY PER MONUMENTATION AND LOCAL RECOGNITION AS NOW ESTABLISHED); THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 83°00'40" EAST, 681.53 FEET; COURSE NO. 2: SOUTH 88°19'05" EAST, 270.00 FEET; COURSE NO. 3: SOUTH 02°14'59" WEST, 17.00 FEET; COURSE NO. 4: SOUTH 88°19'05" EAST, 3452.92 FEET TO THE ARC OF A CURVE TO THE NORTHEAST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1399.26 FEET, AN ARC DISTANCE OF 980.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°51'57" EAST, 960.37 FEET TO A POINT OF NON-TANGENCY; COURSE NO. 6: NORTH 51°47'52" EAST, 189.87 FEET TO THE ARC OF A CURVE TO THE NORTHEAST; COURSE NO. 7: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1465.87 FEET, AN ARC DISTANCE OF 341.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°28'38" EAST, 341.02 FEET TO THE EASTERLY LINE OF SAID SECTION 4; THENCE NORTH 00°58'41" EAST, ALONG LAST SAID LINE, AND ALONG THE EASTERLY LINE OF SAID SECTION 33, A DISTANCE OF 145.29 FEET TO THE ARC OF A CURVE TO THE SOUTHWEST AND TO A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO SAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SEVEN(7) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1599.87 FEET, AN ARC DISTANCE OF 432.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°32'02" WEST, 430.71 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: SOUTH 51°47'52" WEST, 189.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1265.26 FEET, AN ARC

DISTANCE OF 880.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH $71^{\circ}44'24''$ WEST, 863.09 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $88^{\circ}19'05''$ WEST, 3458.97 FEET; COURSE NO. 5: NORTH $01^{\circ}40'55''$ EAST, 17.00 FEET; COURSE NO. 6: NORTH $88^{\circ}19'05''$ WEST, 263.79 FEET; COURSE NO. 7: NORTH $83^{\circ}00'40''$ WEST, 810.52 FEET TO THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 AND THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7789.44 FEET, AN ARC DISTANCE OF 190.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $38^{\circ}16'02''$ EAST, 190.36 FEET TO THE POINT OF BEGINNING.

TRACT 7-C

A PORTION OF SECTION 47, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 48, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA S.R.D. RIGHT-OF-WAY MAP SECTION NO. 72280-2403) AND THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS PER S.R.D. RIGHT-OF-WAY MAP FOR INTERSTATE NO. 95, STATE ROAD NO. 9, SECTION 78080-2403); THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG LAST SAID LINE, RUN THE SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 83°00'40" EAST, 681.53 FEET; COURSE NO. 2: SOUTH 88°19'05" EAST, 270.00 FEET; COURSE NO. 3: SOUTH 02°14'59" EAST, 17.00 FEET; COURSE NO. 4: SOUTH 88°19'05" EAST, 3452.92 FEET TO THE ARC OF A CURVE TO THE NORTHEAST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1399.26 FEET, AN ARC DISTANCE OF 980.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°51'57" EAST, 960.37 FEET TO THE POINT OF NON-TANGENCY; COURSE NO. 7: NORTH 51°47'52" EAST, 189.87 FEET TO THE ARC OF A CURVE TO THE NORTHEAST; COURSE NO. 8: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1465.87 FEET, AN ARC DISTANCE OF 341.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°28'38" EAST, 341.02 FEET TO THE EASTERLY LINE OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 28 EAST; THENCE NORTH 00°58'41" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 28 EAST, 203.87 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 48; THENCE SOUTH 21°19'52" EAST, ALONG SAID WESTERLY LINE OF SECTION 48, A DISTANCE OF 54.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 21°19'52" EAST, ALONG LAST SAID LINE, 133.95 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS PER MONUMENTATION AND LOCAL RECOGNITION) AND THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1465.87 FEET, AN ARC DISTANCE OF 551.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 78°42'55" EAST, 548.83 FEET TO A POINT OF NON-TANGENCY; COURSE NO. 2: NORTH 88°44'58" EAST,

137.78 FEET TO THE SOUTHERLY LINE OF SAID SECTION 48, ALSO BEING THE NORTHEASTERLY LINE OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 28 EAST; THENCE NORTH $70^{\circ}27'06''$ EAST, ALONG LAST SAID LINE, 426.81 FEET TO A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $88^{\circ}44'58''$ WEST, 562.37 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1599.87 FEET, AN ARC DISTANCE OF 579.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $78^{\circ}22'28''$ WEST, 576.24 FEET TO THE POINT OF BEGINNING.

**DEED OF CONSERVATION EASEMENT
STANDARD**

Prepared by:

Environmental Services, Inc.
7220 Financial Way, Suite 100
Jacksonville, Florida 32256

Return original or certified recorded document to:

Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529

THIS DEED OF CONSERVATION EASEMENT is given this 17th day of JUNE, 2015, by THE CARLTON AT BARTRAM PARK, LLC, a Florida limited liability company ("Grantor") whose mailing address is 731 JAMESTOWN DRIVE, WINTER PARK, FLORIDA 32792-3626 to ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in DUVAL County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 23600-17 and 23600-90 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

- i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
- ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
- iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
- iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Duval County, Florida.

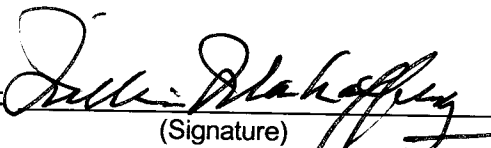
14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of DUVAL County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

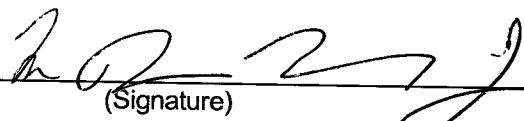
IN WITNESS WHEREOF, THE CARLTON AT BARTRAM PARK, LLC, a Florida limited liability company ("Grantor") has hereunto set its authorized hand this 17TH day of JUNE, 2015.

A Florida corporation or LIMITED LIABILITY COMPANY (choose one)

By: 
(Signature)

Name: William Mahaffey
(Print)

Title: MANAGER

By: 
(Signature)

Name: M. THOMAS MAHAFFEY, JR.
(Print)

Title: MANAGER

Signed, sealed and delivered in our presence as witnesses:

By: Suzanne B. Gray
(Signature)

Name: SUZANNE B. GRAY
(Print)

By: Megan Daniels
(Signature)

Name: Megan Daniels
(Print)

STATE OF FLORIDA

COUNTY OF PINELLAS

On this day of JUNE 17, 2015, before me, the undersigned notary public, personally appeared WILLIAM H. MANAFFEY, the person who subscribed to the foregoing instrument, as the MANAGER (title), of THE CARLTON AT BARTRAM PARK LLC (corporation), a Florida corporation, or LIMITED LIABILITY COMPANY (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or LIMITED LIABILITY COMPANY (choose one) and the he/she was duly authorized to do so. She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Julie Beth Shible
(Signature)

Julie Beth Shible
(Name)



My Commission Expires: April 21, 2019

Signed, sealed and delivered in our presence as witnesses:

By: Suzanne B. Gray
(Signature)
Name: SUZANNE B. GRAY
(Print)

By: Megan Daniels
(Signature)
Name: Megan Daniels
(Print)

STATE OF FLORIDA
COUNTY OF PINELLAS

On this day of JUNE 17, 2015, before me, the undersigned notary public, personally appeared M. THOMAS MANAFFEY, JR., the person who subscribed to the foregoing instrument, as the MANAGER (title), of THE CARLTON AT BARTRAM PARK LLC (corporation), a Florida corporation, or LIMITED LIABILITY COMPANY (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or LIMITED LIABILITY COMPANY (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Julie Beth Shible
(Signature)
Julie Beth Shible
(Name)

My Commission Expires: April 21, 2019



EXHIBIT A

[LOCATION MAP]

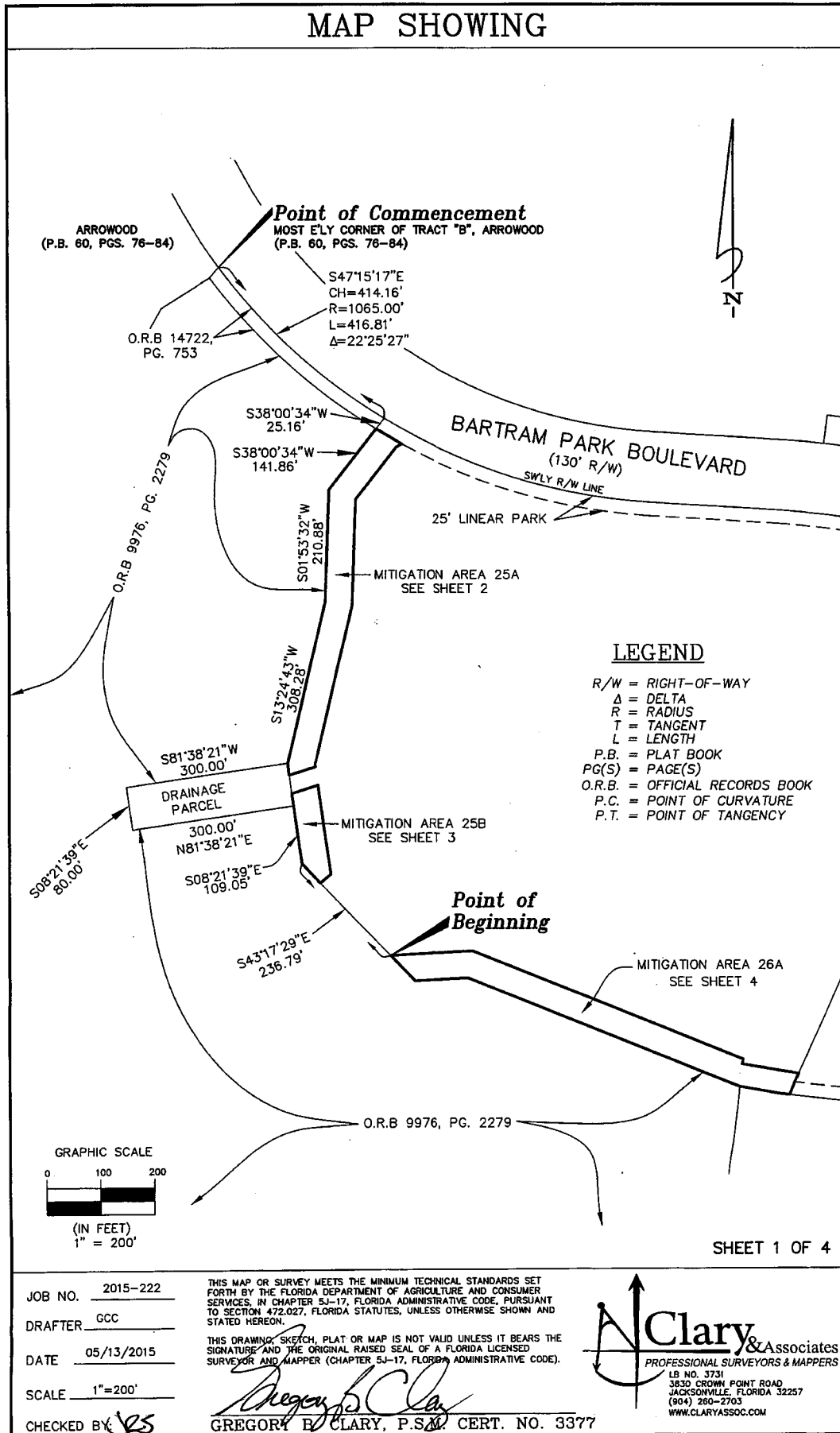


EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

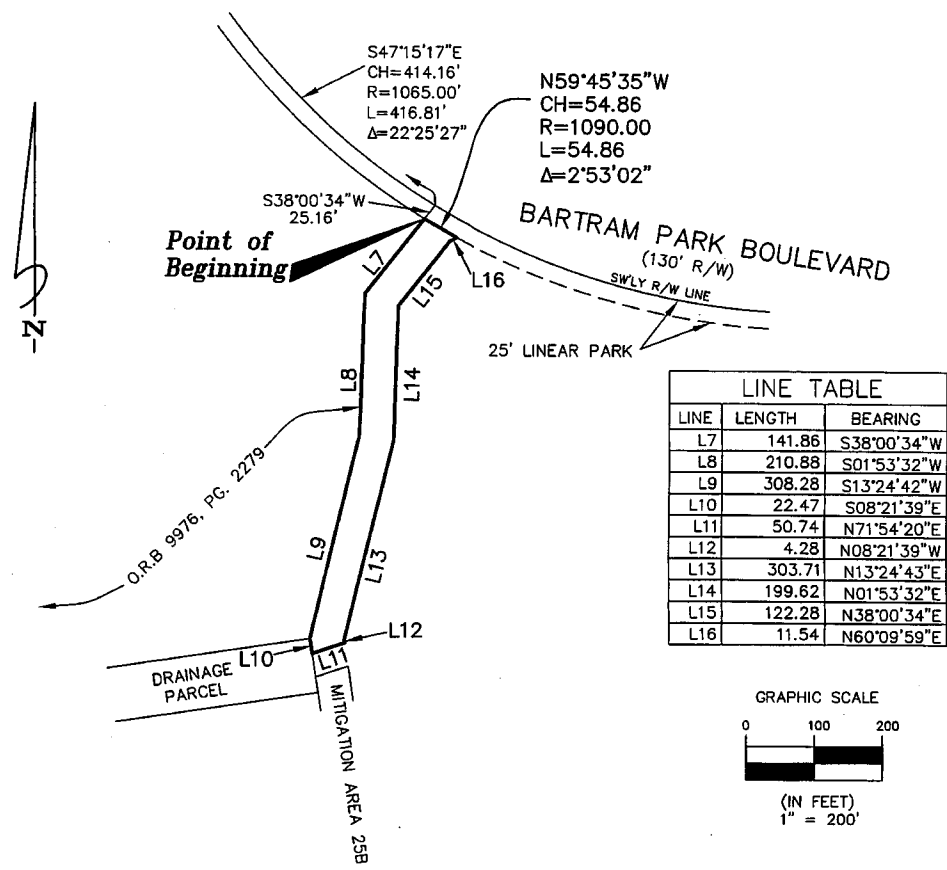
MAP SHOWING

MITIGATION AREA 25A

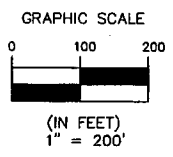
A PORTION SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF TRACT B, AS SHOWN ON THE PLAT OF ARROWOOD, AS RECORDED IN PLAT BOOK 60, PAGES 76 THROUGH 84, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF BARRAM PARK BOULEVARD (A 130 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 416.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°15'17" EAST, 414.16 FEET, TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 14722, PAGE 753, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 38°00'34" WEST, ALONG LAST SAID LINE, 25.16 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9976, PAGE 2279, OF SAID CURRENT PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 38°00'34" WEST, 141.86 FEET; COURSE NO. 2: SOUTH 01°53'32" WEST, 210.88 FEET; COURSE NO. 3: SOUTH 13°24'42" WEST, 308.28 FEET; THENCE SOUTH 08°21'39" EAST, 22.47 FEET; THENCE NORTH 71°54'20" EAST, 50.74 FEET; THENCE NORTH 08°21'39" WEST, 4.28 FEET; THENCE NORTH 13°24'43" EAST, 303.71 FEET; THENCE NORTH 01°53'32" EAST, 199.62 FEET; THENCE NORTH 38°00'34" EAST, 122.28 FEET; THENCE NORTH 60°09'59" EAST, 11.54 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 54.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°45'35" WEST, 54.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,097 SQUARE FEET, MORE OR LESS.



LINE	LENGTH	BEARING
L7	141.86	S38°00'34"W
L8	210.88	S01°53'32"W
L9	308.28	S13°24'42"W
L10	22.47	S08°21'39"E
L11	50.74	N71°54'20"E
L12	4.28	N08°21'39"W
L13	303.71	N13°24'43"E
L14	199.62	N01°53'32"E
L15	122.28	N38°00'34"E
L16	11.54	N60°09'59"E



SHEET 2 OF 4

JOB NO. 2015-222
DRAFTER THG
DATE 05/13/2015
SCALE 1"=200'
CHECKED BY: *VS*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LE NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703
WWW.CLARYASSOC.COM

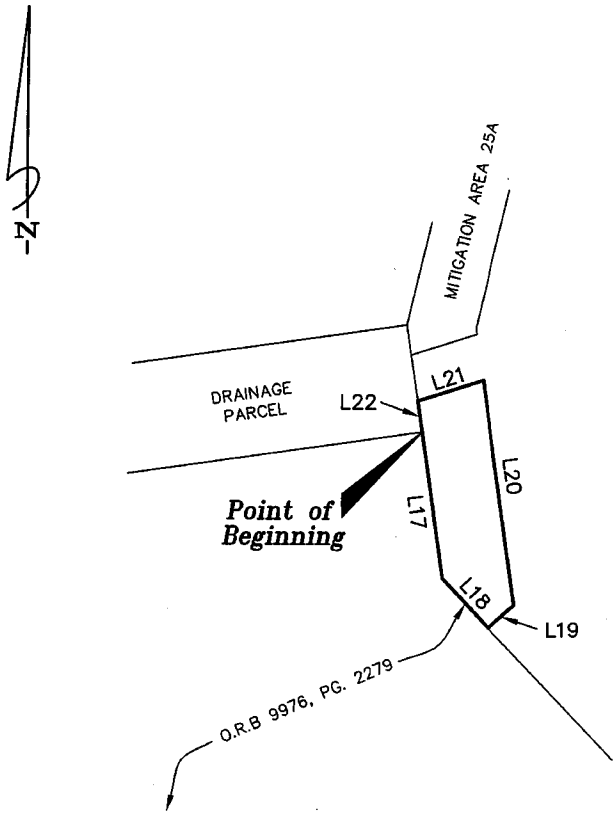
MAP SHOWING

MITIGATION AREA 25B

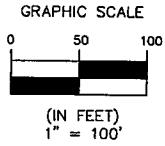
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CONTAINING 8,130 SQUARE FEET, MORE OR LESS.



LINE TABLE		
LINE	LENGTH	BEARING
L17	109.05'	S08°21'38"E
L18	50.01	S43°17'29"E
L19	25.67	N47°59'05"E
L20	167.44	N08°21'39"W
L21	50.73	S71°54'20"W
L22	23.03'	S08°21'38"E



SHEET 3 OF 4

JOB NO. 2015-222
 DRAFTER THG
 DATE 05/13/2015
 SCALE 1"=100'
 CHECKED BY *BS*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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Gregory B. Clary
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377

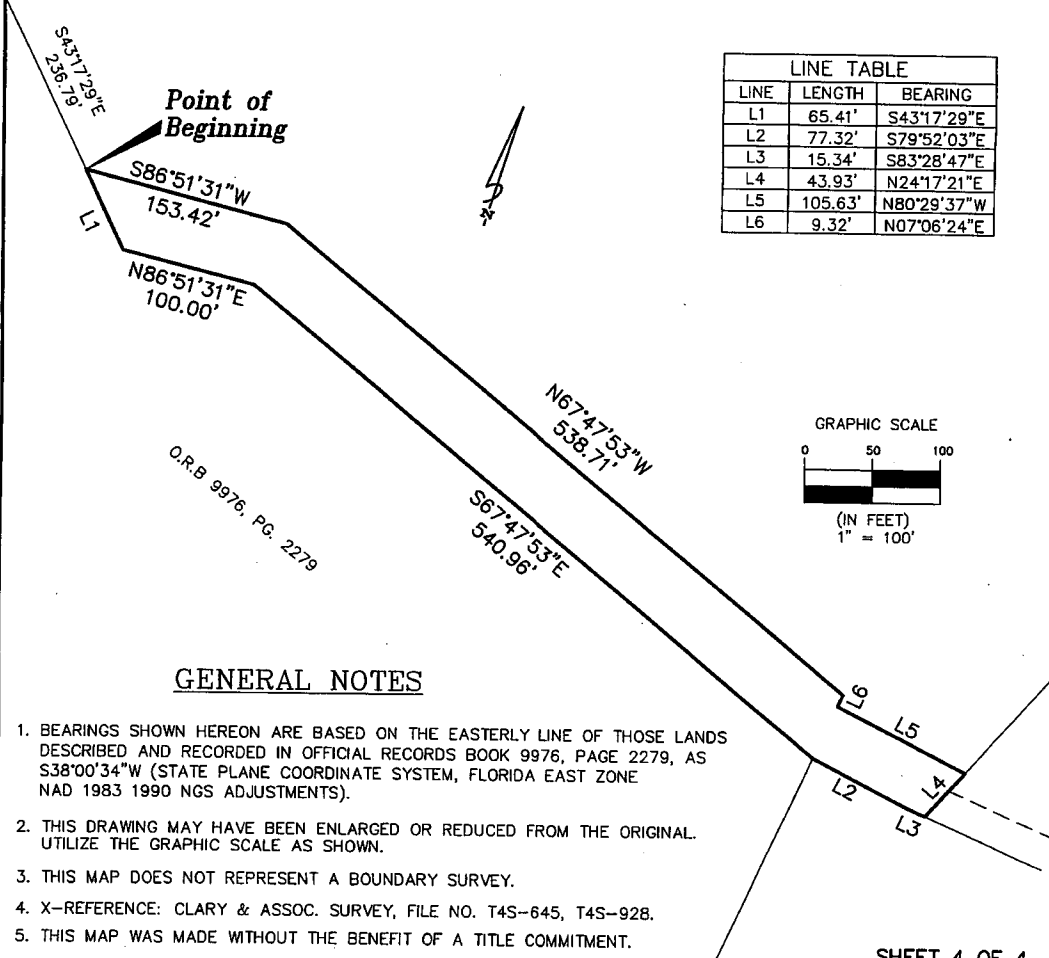
MAP SHOWING

MITIGATION 26A

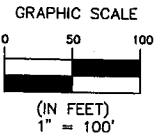
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CONTAINING 37,573 SQUARE FEET, MORE OR LESS.



LINE TABLE		
LINE	LENGTH	BEARING
L1	65.41'	S43°17'29"E
L2	77.32'	S79°52'03"E
L3	15.34'	S83°28'47"E
L4	43.93'	N24°17'21"E
L5	105.63'	N80°29'37"W
L6	9.32'	N07°06'24"E



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9976, PAGE 2279, AS S38°00'34"W (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE NAD 1983 1990 NGS ADJUSTMENTS).
2. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
3. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
4. X-REFERENCE: CLARY & ASSOC. SURVEY, FILE NO. T4S-645, T4S-928.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

SHEET 4 OF 4

JOB NO. 2015-222
 DRAFTER GCC
 DATE 05/13/2015
 SCALE 1"=100'
 CHECKED BY *[Signature]*

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[Signature]
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377

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 LB NO. 3731
 3830 CROWM POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 280-2703
 WWW.CLARYASSOC.COM

EXHIBIT C

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MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, SunTrust Bank, a Georgia banking corporation, as its Administrative Agent, the owner and holder of a Mortgage, Assignment of Rents, Security Agreement and Fixtures filing dated May 14, 2015 in the original principal amount of \$32,000,000.00 given by The Carlton At Bartram Park, LLC, a Florida limited liability company ("Grantor") to SunTrust Bank ("Mortgagee"), a Georgia banking corporation, as its Administrative Agent encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book 17168 at Page 1, together with that certain Assignment of Leases and Rents recorded in Official Records Book 17168 at Page 24, and that certain UCC-1 Financing Statement(s) recorded in Official Records Book 17168 at Page 36, all of the Public Records of Duval County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by The Carlton At Bartram Park, LLC in favor of St. Johns River Water Management District applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgage Joinder, Consent and Subordination is made this 17th day of June, 2015.

SUNTRUST BANK, a Georgia banking corporation as Administrative Agent

By: [Signature]
(Signature)

Name: Matt Boyd
(Print)

Title: Senior Vice President
(Print)

WITNESSES:

By: [Signature]
(Signature)

Name: Holly M. Middleton
(Print)

By: [Signature]
(Signature)

Name: Laura Bode
(Print)

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17 day of June, 2015, by SunTrust Bank, a Georgia banking corporation, as Administrative Agent. He/She is personally known to me or has produced a [redacted] (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature)

Linda J. Hayen
(Name)

My Commission Expires: 10-19-2018



Recording: _____
Doc. stamps: _____
Int. tax: _____
TOTAL: _____

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire
Florida Bar No.: 0350591
CARLTON FIELDS JORDEN BURT, P.A.
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000
(813) 229-4133 (Facsimile)
JGiles@carltonfields.com

DECLARATION OF COVENANTS

(Phase 2)

THIS DECLARATION OF COVENANTS (this "Declaration") is made as of the 4th day of December, 2015, by **BANNON DEVELOPMENT INC.**, a corporation organized and existing under the laws of the State of Delaware with its principal place of business at (and the mailing address of which is) 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082, ("Declarant") and is made in reference to the following facts:

RECITALS:

(A) Declarant is the owner of the real property in Duval County, Florida, described in Exhibit "A," which is attached hereto and, by this reference, made a part hereof, (the "Phase 2 Property"), having purchased the same from **WILLIAMS SWEETWATER PARTNERS, LLC**, a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 8306 Woodgrove Road, Jacksonville, Florida 32256, ("Seller").

(B) Seller is the owner of the real property in Duval County, Florida, contiguous to the Phase 2 Property and described in Exhibit "B," which is attached hereto and, by this reference, made a part hereof, ("Seller's Property").

(C) Declarant desires to declare and establish for Seller, and Seller's successors and assigns, and for the benefit of the Seller's Property, certain covenants as to the use of the Phase 2 Property.

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

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

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

3. Definitions and Abbreviations. The following terms are used in this Declaration as defined in this Section 3:

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

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

4. Rights of Use of the Phase 2 Property. The following affirmative covenants are hereby imposed with respect to the Phase 2 Property and the Seller's Property:

Residents of the subdivisions developed on the Seller's Property shall have the same rights to use the subdivision amenities, if any, constructed or to be constructed on the Phase 2 Property, with the same membership privileges, as residents of the subdivisions developed on the Phase 2 Property and for no fees other than the same property owners association assessments or other fees as are payable by residents of the subdivisions developed on the Phase 2 Property with respect to such amenities. The rights to use any subdivision amenities constructed or to be constructed on the Phase 2 Property herein granted shall not be exercised (and no assessments or other fees with respect to the same shall be imposed or due and payable) by the residents of a subdivision developed on the Seller's Property unless and until Seller or other developer of such subdivision or any homeowners association established for such subdivision elects to exercise, on behalf of such subdivision, the rights of use herein granted by delivering written notice of such election to Declarant and recording such notice in the public records of Duval County, Florida.

5. Covenants Run With the Land. The covenants contained herein shall burden all portions of the Phase 2 Property and be appurtenant to and for the benefit of all portions of the Seller's Property, shall run with the land, and shall be binding upon Declarant and each and every successor owner of all or any portion of the Phase 2 Property, regardless of whether the deed or other instrument of conveyance by which such successor owner acquires title shall recite that the Phase 2 Property is subject and subordinate to the terms and provisions hereof. The privileges established, created, and granted hereby shall be for the benefit of, and restricted solely to, Seller and each and every successor owner of all or any portion of the Seller's Property, including the owners of lots in the subdivisions developed on Seller's Property.

6. Duration. Subject to the provisions of Section 8 of the Declaration, the covenants contained in this Declaration shall exist in perpetuity.

7. Privity of Contract and/or Estate. This Declaration will create privity of contract and/or estate with and among Declarant and Seller, and the respective successor owners of all or any portion of the Phase 2 Property or the Seller's Property (each a "Successor Owner" and collectively, the "Successor Owners"). In the event of the breach of any of the covenants contained herein, any one or more of Declarant, Seller, or the Successor Owners will be entitled

to specifically enforce the provisions hereof, and all costs and expenses of any suit or proceeding to specifically enforce this Declaration, including reasonable attorneys' fees, will be assessed against the defaulting party; provided, however, that no tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent of any such party shall have any such remedy.

8. Amendment and Modification Provision. Except as provided elsewhere herein, this Declaration may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the consent of the Declarant and Seller and then only by a written instrument duly executed and acknowledged by Declarant and Seller duly recorded in the public records of Duval County, Florida. Any owner of all or any portion of Seller's Property other than Seller is hereby put on notice that this instrument may be released, subordinated, modified, rescinded, or amended without the necessity of obtaining its consent. In addition to any other rights reserved herein, there is reserved to Declarant the right to amend this Declaration without the joinder and consent of Seller or any other party for the purpose of:

- (a) correcting scrivener's errors; and/or
- (b) complying with the laws, ordinances, rules, and regulations of the United States, the State of Florida, Duval County, and any other governmental authority having jurisdiction over the Phase 2 Property and the Seller's Property.

9. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Phase 2 Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

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

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

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

If to Declarant:

Mr. J. Thomas Dodson
BANNON DEVELOPMENT INC.
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, Florida 32082

with a copy to:

Joel B. Giles, Esquire
CARLTON FIELDS JORDEN BURT, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607

If to Seller:

Williams Sweetwater Partners, LLC
8306 Woodgrove Road
Jacksonville, Florida 32256
Attention: Linda W. Trunick

with a copy to:

Williams Sweetwater Partners, LLC
1319 Wentworth Avenue
St. Johns, Florida 32259
Attention: Leslie W. Brickell

and a copy to:

Nancy W. Lanier
2900 New Liberty Road
Clarkesville, Georgia 30523

and a copy to:

Gregory M. Dawson, Esquire
EDWARDS COHEN
200 W. Forsyth Street, Suite 1300
Jacksonville, Florida 32202.

Any notice will be deemed to have been validly given as of the date of receipt or the date of refusal to accept delivery. Receipt at the applicable address specified above (or at a subsequently designated address in accordance with the provisions of this Declaration) will constitute receipt for the purposes of this Declaration notwithstanding that such notice is not actually received by any named individual to whose attention such notice is to be delivered. Any party hereto will have the right to specify, from time to time, as its address or addresses for the purpose of this Declaration, any other address or addresses upon giving at least ten (10) days' written notice thereof to each other party hereto as herein provided. Written notice from legal counsel for a

party hereto, when made and delivered on behalf of such party, will be deemed notice from such party for the purposes of this Declaration.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Upon the assignment of Declarant's rights under this Declaration to any Successor Owner of all or a portion of the Phase 2 Property by written instrument duly recorded in the public records of Duval County, Florida., such Successor Owner shall be Declarant under this Agreement, and upon the assignment of Seller's rights under this Declaration to any Successor Owner of all or a portion of the Seller's Property by written instrument duly recorded in the public records of Duval County, Florida, such Successor Owner shall be Seller under this Agreement.

[Signature on following page.]

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

WITNESSES:

BANNON DEVELOPMENT INC.

Sandra L Powell
(Sign on this line.)
SANDRA L. POWELL
(Print name legibly on this line.)

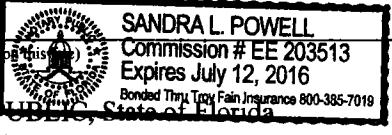
By: *J. Thomas Dodson*
J. THOMAS DODSON,
its President

(CORPORATE SEAL)

Arthur E. Lancaster
(Sign on this line.)
ARTHUR E. LANCASTER
(Print name legibly on this line.)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 30th day of November, 2015, by J. THOMAS DODSON, as President of BANNON DEVELOPMENT INC., a corporation organized and existing under the laws of the State of Delaware, on behalf of the corporation, who is personally known to me or has produced n/a as identification.

Sandra L. Powell
(Sign on this line)
(Legibly print name on this line)

NOTARY PUBLIC, State of Florida
COMMISSION NO.:
EXPIRATION DATE:

(SEAL)

EXHIBIT APhase 2 Property

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE NORTH 89°14'34" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 31, AND ALONG THE SOUTHERLY LINE OF THE PLAT OF CROSSING AT BARTRAM SPRINGS, AS RECORDED IN PLAT BOOK 68, PAGES 96 THROUGH 108, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1406.76 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16922, PAGE 813, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 05°34'40" WEST, ALONG LAST SAID LINE, 1303.22 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16811, PAGE 927, SAID CURRENT PUBLIC RECORDS, AND TO THE POINT OF BEGINNING: THENCE NORTH 45°15'13" EAST, ALONG LAST SAID LINE, 1203.47 FEET, TO THE NORTHERLY LINE OF BARTRAM CREEK PHASE 1, AS RECORDED IN PLAT BOOK 67, PAGES 165 THROUGH 179, INCLUSIVE OF SAID CURRENT PUBLIC RECORDS; THENCE NORTHEASTERLY, NORTHWESTERLY, SOUTHEASTERLY, SOUTHERLY, AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: COURSE NO. 1: NORTH 45°15'13" EAST, 146.58 FEET; COURSE NO. 2: NORTH 44°44'47" WEST, 72.15 FEET; COURSE NO. 3: NORTH 45°15'13" EAST, 60.00 FEET; COURSE NO. 4: SOUTH 44°44'47" EAST, 141.95 FEET; COURSE NO. 5: NORTH 45°15'13" EAST, 120.00 FEET; COURSE NO. 6: NORTH 02°58'49" WEST, 15.04 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 7: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 29.99 FEET, AN ARC DISTANCE OF 25.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°51'48" WEST, 24.52 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 8: NORTH 44°44'30" WEST, 114.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 9: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 55.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°27'40" EAST, 47.77 FEET; COURSE NO. 10: NORTH 61°13'13" EAST, 85.18 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 11: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 91.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°50'51" EAST, 91.20 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 12: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°41'52" EAST, 40.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 13: SOUTH 53°04'44" EAST, 23.93 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 14: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 27.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°53'35" EAST, 26.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 15: SOUTH 00°42'26" EAST, 33.94 FEET; COURSE NO. 16: NORTH 89°17'34" EAST, 15.00 FEET, TO THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 31; THENCE NORTH 00°42'26" WEST, ALONG

LAST SAID LINE, 1078.60 FEET; THENCE SOUTH 89°17'34" WEST, 192.32 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 35.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°37'46" WEST, 33.26 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°17'34" WEST, 90.00 FEET; THENCE NORTH 00°42'26" WEST, 110.00 FEET; THENCE NORTH 57°01'02" WEST, 6.06 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 17.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°08'16" EAST, 17.39 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°42'26" WEST, 283.52 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 132.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°23'43" WEST, 126.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°04'59" WEST, 163.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 161.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°07'02" WEST, 160.76 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 222.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°19'33" WEST, 218.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 84°30'02" WEST, 146.70 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 124.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 78°59'50" WEST, 124.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 73°29'38" WEST, 173.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 43.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°05'41" WEST, 37.97 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°40'59" WEST, 279.70 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 39.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°45'22" EAST, 36.48 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 660.00 FEET, AN ARC DISTANCE OF 124.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°46'50" EAST, 124.56 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 39.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°11'42" EAST, 36.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 48°45'21" EAST, 32.55 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF 291.95

FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°20'31" EAST, 286.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°04'19" EAST, 120.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 115.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°53'36" WEST, 115.00 FEET; THENCE SOUTH 17°23'55" EAST, 60.51 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 115.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°38'49" EAST, 115.00 FEET; THENCE SOUTH 01°03'28" EAST, 120.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 105.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°50'56" WEST, 103.06 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 48°45'21" WEST, 11.86 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°05'55" WEST, 36.66 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 680.00 FEET, AN ARC DISTANCE OF 149.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°15'18" EAST, 149.32 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 28.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°31'43" EAST, 27.78 FEET; THENCE SOUTH 20°53'39" WEST, 25.05 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 820.00 FEET, AN ARC DISTANCE OF 109.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14°54'14" EAST, 109.50 FEET; THENCE SOUTH 69°10'16" WEST, 88.57 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 49.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°56'19" WEST, 43.80 FEET; THENCE SOUTH 72°57'06" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 8.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°48'26" WEST, 8.42 FEET; THENCE SOUTH 73°26'03" WEST, 782.77 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 101, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 11935, PAGE 1823, SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 00°00'50" EAST, ALONG LAST SAID LINE, 221.11 FEET, TO THE NORTHEASTERLY LINE OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16922, PAGE 813; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE NORTHEASTERLY AND EASTERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 62°44'03" EAST, 256.23 FEET; COURSE NO. 2: SOUTH 37°45'55" EAST, 365.64 FEET; COURSE NO. 3: SOUTH 05°34'40" EAST, 1331.33 FEET, TO THE POINT OF BEGINNING.

CONTAINING 67.46 ACRES, MORE OR LESS.

EXHIBIT BSeller's Property**TRACT 1**

A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE NORTH 89°14'34" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 31, A DISTANCE OF 1406.76 FEET TO THE POINT OF BEGINNING: THENCE NORTH 05°34'40" WEST, 2634.55 FEET; THENCE NORTH 37°45'55" WEST, 365.64 FEET; THENCE NORTH 62°44'03" WEST, 256.23 FEET TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 101 AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 11935, PAGE 1823 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE NORTH 00°00'50" WEST, ALONG LAST SAID LINE, 474.02 FEET TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE NORTH 71°12'28" WEST, ALONG LAST SAID LINE, 582.72 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3040, PAGE 1006, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 00°02'41" WEST, ALONG LAST SAID LINE, 1608.19 FEET; THENCE NORTH 01°06'12" WEST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3040, PAGE 1006, A DISTANCE OF 380 FEET, MORE OR LESS TO THE MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE EASTERLY, ALONG THE MEANDERINGS OF LAST SAID LINE, 1100 FEET, MORE OR LESS TO THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF AFORESAID SECTION 30; THENCE SOUTH 00°04'30" EAST, ALONG LAST SAID LINE, 285 FEET, MORE OR LESS TO THE SOUTHERLY LINE OF SAID SECTION 30; THENCE SOUTH 87°32'06" EAST, ALONG LAST SAID LINE, 300 FEET, MORE OR LESS, TO THE AFORESAID MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE SOUTHEASTERLY, ALONG THE MEANDERINGS OF LAST SAID LINE, 1180 FEET, MORE OR LESS TO THE WESTERLY LINE OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 31; THENCE SOUTH 00°42'26" EAST, ALONG LAST SAID LINE, 2260 FEET, MORE OR LESS TO THE SOUTHERLY LINE OF SAID NORTHWEST ONE QUARTER; THENCE SOUTH 87°31'45" EAST, ALONG LAST SAID LINE, 1000 FEET, MORE OR LESS TO THE AFORESAID MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE MEANDERINGS OF LAST SAID LINE, 1340 FEET MORE OR LESS TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 31; THENCE SOUTH 00°32'31" EAST, ALONG LAST SAID LINE, 1225 FEET, MORE OR LESS TO THE SOUTHERLY LINE OF AFORESAID SECTION 31; THENCE SOUTH 89°14'34" WEST, ALONG LAST SAID LINE, 1220.08 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2181, PAGE 1905 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 17°06'46" WEST, ALONG LAST SAID LINE, 315.18 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1917, PAGE 919 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°23'03" EAST, ALONG LAST SAID LINE, 378.15 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2181, PAGE 1908, SAID PUBLIC RECORDS; THENCE SOUTH 03°22'25" WEST, ALONG LAST SAID LINE, 459.34 FEET; THENCE NORTH 81°53'06" WEST, 588.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2087.83 FEET, AN ARC DISTANCE OF 513.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°50'17" WEST, 512.28 FEET; THENCE NORTH 05°34'40" WEST, 908.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 303 ACRES, MORE OR LESS.

LESS AND EXCEPT:

Phase 1, Tract 1

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE NORTH 89°14'34" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 31, A DISTANCE OF 1406.76 FEET TO THE POINT OF BEGINNING: THENCE NORTH 05°34'40" WEST, 1303.22 FEET; THENCE NORTH 45°15'13" EAST, 1350.05 FEET; THENCE NORTH 44°44'47" WEST, 72.15 FEET; THENCE NORTH 45°15'13" EAST, 60.00 FEET; THENCE SOUTH 44°44'47" EAST, 141.95 FEET; THENCE NORTH 45°15'13" EAST, 120.00 FEET; THENCE NORTH 02°58'49" WEST, 15.04 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 29.99 FEET, AN ARC DISTANCE OF 25.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°51'48" WEST, 24.52 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44°44'30" WEST, 114.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 55.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°27'40" EAST, 47.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°13'13" EAST, 85.18 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 91.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°50'51" EAST, 91.20 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°41'52" EAST, 40.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 53°04'44" EAST, 23.93 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 27.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°53'35" EAST, 26.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°42'26" EAST, 33.94 FEET; THENCE NORTH 89°17'34" EAST, 15.00 FEET, TO THE SOUTHERLY LINE THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 31; THENCE SOUTH 87°31'45" EAST, ALONG LAST SAID LINE, 1000 FEET, MORE OR LESS TO THE MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE MEANDERINGS OF LAST SAID LINE, 1340 FEET, MORE OR LESS TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 31; THENCE SOUTH 00°32'31" EAST, ALONG LAST SAID LINE, 1225 FEET, MORE OR LESS TO THE SOUTHERLY LINE OF AFORESAID SECTION 31; THENCE SOUTH 89°14'34" WEST, ALONG LAST SAID LINE AND THE NORTHERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1917, PAGE 919 OF SAID PUBLIC RECORDS, 1220.08 FEET, TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2181, PAGE 1905 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH

17°06'46" WEST, ALONG LAST SAID LINE, 315.18 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1917, PAGE 919 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°23'03" EAST, ALONG LAST SAID LINE, 378.15 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2181, PAGE 1908, OF SAID PUBLIC RECORDS; THENCE SOUTH 03°22'25" WEST, ALONG LAST SAID LINE, 459.34 FEET; THENCE NORTH 81°53'06" WEST, 588.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2087.83 FEET, AN ARC DISTANCE OF 513.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°50'17" WEST, 512.28 FEET; THENCE NORTH 05°34'40" WEST, 908.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 151.72 ACRES, MORE OR LESS.

AND LESS AND EXCEPT:

Phase 2, Tract 1

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE NORTH 89°14'34" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 31, AND ALONG THE SOUTHERLY LINE OF THE PLAT OF CROSSING AT BARTRAM SPRINGS, AS RECORDED IN PLAT BOOK 68, PAGES 96 THROUGH 108, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1406.76 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16922, PAGE 813, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 05°34'40" WEST, ALONG LAST SAID LINE, 1303.22 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16811, PAGE 927, SAID CURRENT PUBLIC RECORDS, AND TO THE POINT OF BEGINNING; THENCE NORTH 45°15'13" EAST, ALONG LAST SAID LINE, 1203.47 FEET, TO THE NORTHERLY LINE OF BARTRAM CREEK PHASE 1, AS RECORDED IN PLAT BOOK 67, PAGES 165 THROUGH 179, INCLUSIVE OF SAID CURRENT PUBLIC RECORDS; THENCE NORTHEASTERLY, NORTHWESTERLY, SOUTHEASTERLY, SOUTHERLY, AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: COURSE NO. 1: NORTH 45°15'13" EAST, 146.58 FEET; COURSE NO. 2: NORTH 44°44'47" WEST, 72.15 FEET; COURSE NO. 3: NORTH 45°15'13" EAST, 60.00 FEET; COURSE NO. 4: SOUTH 44°44'47" EAST, 141.95 FEET; COURSE NO. 5: NORTH 45°15'13" EAST, 120.00 FEET; COURSE NO. 6: NORTH 02°58'49" WEST, 15.04 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 7: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 29.99 FEET, AN ARC DISTANCE OF 25.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°51'48" WEST, 24.52 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 8: NORTH 44°44'30" WEST, 114.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 9: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 55.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°27'40" EAST, 47.77 FEET; COURSE NO. 10: NORTH 61°13'13" EAST, 85.18 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 11: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 91.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°50'51" EAST, 91.20 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE

LEADING EASTERLY; COURSE NO. 12: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°41'52" EAST, 40.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 13: SOUTH 53°04'44" EAST, 23.93 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 14: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 27.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°53'35" EAST, 26.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 15: SOUTH 00°42'26" EAST, 33.94 FEET; COURSE NO. 16: NORTH 89°17'34" EAST, 15.00 FEET, TO THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 31; THENCE NORTH 00°42'26" WEST, ALONG LAST SAID LINE, 1078.60 FEET; THENCE SOUTH 89°17'34" WEST, 192.32 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 35.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°37'46" WEST, 33.26 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°17'34" WEST, 90.00 FEET; THENCE NORTH 00°42'26" WEST, 110.00 FEET; THENCE NORTH 57°01'02" WEST, 6.06 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 17.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°08'16" EAST, 17.39 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°42'26" WEST, 283.52 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 132.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°23'43" WEST, 126.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°04'59" WEST, 163.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 161.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°07'02" WEST, 160.76 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 222.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°19'33" WEST, 218.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 84°30'02" WEST, 146.70 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 124.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 78°59'50" WEST, 124.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 73°29'38" WEST, 173.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 43.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°05'41" WEST, 37.97 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°40'59" WEST, 279.70 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 39.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°45'22" EAST, 36.48 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE,

CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 660.00 FEET, AN ARC DISTANCE OF 124.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°46'50" EAST, 124.56 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 39.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°11'42" EAST, 36.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 48°45'21" EAST, 32.55 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF 291.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°20'31" EAST, 286.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°04'19" EAST, 120.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 115.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°53'36" WEST, 115.00 FEET; THENCE SOUTH 17°23'55" EAST, 60.51 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 115.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°38'49" EAST, 115.00 FEET; THENCE SOUTH 01°03'28" EAST, 120.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 105.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°50'56" WEST, 103.06 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 48°45'21" WEST, 11.86 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°05'55" WEST, 36.66 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 680.00 FEET, AN ARC DISTANCE OF 149.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°15'18" EAST, 149.32 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 28.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°31'43" EAST, 27.78 FEET; THENCE SOUTH 20°53'39" WEST, 25.05 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 820.00 FEET, AN ARC DISTANCE OF 109.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14°54'14" EAST, 109.50 FEET; THENCE SOUTH 69°10'16" WEST, 88.57 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 49.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°56'19" WEST, 43.80 FEET; THENCE SOUTH 72°57'06" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 8.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°48'26" WEST, 8.42 FEET; THENCE SOUTH 73°26'03" WEST, 782.77 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 101, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 11935, PAGE 1823, SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 00°00'50" EAST, ALONG LAST SAID LINE, 221.11 FEET, TO THE NORTHEASTERLY LINE OF AFORESAID LANDS DESCRIBED AND

RECORDED IN OFFICIAL RECORDS BOOK 16922, PAGE 813; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE NORTHEASTERLY AND EASTERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 62°44'03" EAST, 256.23 FEET; COURSE NO. 2: SOUTH 37°45'55" EAST, 365.64 FEET; COURSE NO. 3: SOUTH 05°34'40" EAST, 1331.33 FEET, TO THE POINT OF BEGINNING.

CONTAINING 67.46 ACRES, MORE OR LESS.

STATE OF Florida
COUNTY OF Duval

Preparer's name: and address
Sonny Eldridge
BellSouth Telecommunications, LLC
735 Mill Creek Road
Jacksonville, Florida 32211

Grantee's Address
BellSouth Telecommunications, LLC, d/b/a AT&T Florida
735 Mill Creek Road
Jacksonville, Florida 32211

NON-EXCLUSIVE EASEMENT

For and in consideration of Ten and 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, LLC., a Georgia limited liability company, d/b/a AT&T Florida**, and its parent and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands describe in Deed Book O/R 17167, page 2438, Duval County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 30, Township 4 South, Range 28 East, _____, Meridian, Duval County, State of Florida, consisting of a strip parcel) of land _____

BLANKET EASEMENT

SEE ATTACHED EXHIBIT "A"

The following rights are also granted: the right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications (including broadcast) or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Florida, and its parent and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

RECORD AND RETURN TO: Linda Jones
TrueNet Communications
2783 Segrest Road
Pace, Florida 32571

4

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

In witness whereof, the following undersigned has/have caused this instrument to be executed on the 25th day of September, 2015

Signed, sealed and delivered in the presence of:

Witness (Print Name and Address) Richard Barry, 2555 W. ...
Witness (Print Name and Address) Kelley White, 5727 ...

THE CARLTON AT BARTRAM PARK, LLC., a Florida limited liability company
Grantor 731 Jamestown Drive
(Print Name Winter Park, Florida 32792 and Address)
By: [Signature]
Title: a Manager

STATE OF Florida
COUNTY (PARISH) OF Duval

The foregoing instrument was acknowledged before me on SEPT 25, 2015 by DANIEL A ESTERLINE as a manager of the The Carlton at Bartram Park, LLC., a Florida limited liability company on behalf of said company..

[Signature] Suzanne B. Gray
Notary Public
(Print Name) SUZANNE B GRAY

Notary Number
My Commission Expires:
Type of Identification Produced
[Notary Seal: SUZANNE BOZE GRAY, Commission # EE 143428, Expires November 3, 2015]

Personally Known [] OR Produced Identification []

Release Of Rights

In consideration for the Grantor executing and delivering the foregoing easement, the Grantee hereby releases and terminates any and all rights and interests it possesses in and to the real property described in the attached Exhibit "A" pursuant to the unrecorded letter agreements, as amended, by and among BellSouth Telecommunications, Inc., Bartram Park, Ltd., Landmar Group LLC and Flagler Development Company, dated April 17, 2001 (as amended by unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Investments, LLC and Winslow Farms, Ltd. dated June 7, 2002) which letter agreement contemplates the grant of three (3) thirty foot by thirty foot (30'x30') easements for above-ground equipment and related facilities.

Signed, sealed and delivered in the presence of:

[Signature]
Witness (Print Name) Lenny Morey
Witness (Print Name) Garrett Rigby

BELLSOUTH TELECOMMUNICATIONS, INC., LLC., a Georgia corporation d/b/a AT&T FLORIDA
By: [Signature] Jonathan Maurer
Name: Jonathan Maurer
Title: Area Manager

STATE OF Florida
COUNTY OF Duval

This instrument was ACKNOWLEDGED before me on Dec 10, 2015 by Jonathan Maurer as Area Manager of BellSouth Telecommunications, LLC, a Florida limited liability company d/b/a AT&T Florida on behalf of said company.

[Signature] Brenda A. Pausche
Notary Public
(Print Name) Brenda A. Pausche

Notary Number
My Commission Expires:
[Notary Seal: BRENDA A. PAUSCHE, MY COMMISSION # FF937851, EXPIRES: November 19, 2019]

He is personally known to me [checked] or has produced as identification.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

In witness whereof, the following undersigned has/have caused this instrument to be executed on the 25th day of September, 2015

Signed, sealed and delivered in the presence of:

Witness [Signature]
(Print Name) Robert P. Wolfson
and Address) 147-2nd Ave S #200
St. Pete, FL 33701

Witness [Signature]
(Print Name) MEGAN DANIEL
and Address) 147 2nd Ave S. # 300
St. Pete, FL 33701

THE CARLTON AT BARTRAM PARK, LLC., a Florida limited liability company
Grantor 731 Jamestown Drive
(Print Name Winter Park, Florida 32792
and Address)

By: [Signature]
Title: M. THOMAS MAHAFFEY, JR
a Manager

STATE OF FLORIDA
COUNTY (PARISH) OF DUVAL

The foregoing instrument was acknowledged before me on SEPT 25, 2015 by M. THOMAS MAHAFFEY JR, as a manager of the The Carlton at Bartram Park, LLC, a Florida limited liability company on behalf of said company..

[Signature]
Notary Public
(Print Name) SUZANNE B GRAY

Notary Number _____
My Commission Expires _____
Type of Identification Produced



Personally Known OR Produced Identification

Release Of Rights

In consideration for the Grantor executing and delivering the foregoing easement, the Grantee hereby releases and terminates any and all rights and interests it possesses in and to the real property described in the attached Exhibit "A" pursuant to the unrecorded letter agreements, as amended, by and among BellSouth Telecommunications, Inc., Bartram Park, Ltd., Landmar Group LLC and Flagler Development Company, dated April 17, 2001 (as amended by unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Investments, LLC and Winslow Farms, Ltd. dated June 7, 2002) which letter agreement contemplates the grant of three (3) thirty foot by thirty foot (30'x30') easements for above-ground equipment and related facilities.

Signed, sealed and delivered in the presence of:

Witness [Signature]
Print Name: Lenny Moray

Witness [Signature]
Print Name: Garrett Rigby

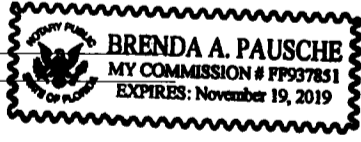
BELLSOUTH TELECOMMUNICATIONS, INC., LLC., a Georgia corporation d/b/a AT&T FLORIDA
By: [Signature]
Name: Jonathan Maurer
Title: Area Manager

STATE OF Florida
COUNTY OF Duval

This instrument was ACKNOWLEDGED before me on Dec 10, 2015 by Jonathan Maurer, as Area Manager of BellSouth Telecommunications, LLC, a Florida limited liability company d/b/a AT&T Florida on behalf of said company.

[Signature]
Notary Public
(Print Name) Brenda A. Pausche

Notary Number _____
My Commission Expires: _____



He is personally known to me or has produced _____ as identification.

EXHIBIT "A"

A PORTION SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF TRACT B, AS SHOWN ON THE PLAT OF ARROWOOD, AS RECORDED IN PLAT BOOK 60, PAGES 76 THROUGH 84, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF BARTRAM PARK BOULEVARD (A 130 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 416.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°15'17" EAST, 414.16 FEET, TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 14722, PAGE 753, OF SAID CURRENT PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH 38°00'34" WEST, ALONG LAST SAID LINE, 25.16 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9976, PAGE 2279, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTHWESTERLY, SOUTHERLY, WESTERLY, EASTERLY, AND SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING, TEN (10) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 38°00'34" WEST, 141.86 FEET; COURSE NO. 2: SOUTH 01°53'32" WEST, 210.88 FEET; COURSE NO. 3: SOUTH 13°24'43" WEST, 308.28 FEET; COURSE NO. 4: SOUTH 81°38'21" WEST, 300.00 FEET; COURSE NO. 5: SOUTH 08°21'39" EAST, 80.00 FEET; COURSE NO. 6: NORTH 81°38'21" EAST, 300.00 FEET; COURSE NO. 7: SOUTH 08°21'39" EAST, 109.05 FEET; COURSE NO. 8: SOUTH 43°17'29" EAST, 302.20 FEET; COURSE NO. 9: NORTH 86°51'31" EAST, 100.00 FEET; COURSE NO. 10: SOUTH 67°47'52" EAST, 540.96 FEET; THENCE SOUTH 79°52'03" EAST, 77.32 FEET; THENCE SOUTH 83°28'47" EAST, 15.34 FEET; THENCE NORTH 24°17'21" EAST, 879.81 FEET; THENCE SOUTH 65°42'39" EAST, 150.00 FEET; THENCE NORTH 24°17'21" EAST, 200.00 FEET, TO THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF BARTRAM PARK BOULEVARD, AND THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 827.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°00'58" WEST, 622.89 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 86°33'04" WEST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 3: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 522.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°30'32" WEST, 516.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.03 ACRES, MORE OR LESS.

Return to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529

CONSERVATION EASEMENT

BARTRAM PARK BOULEVARD PHASE 2

THIS CONSERVATION EASEMENT is given this 22nd day of September, 2015, by GENESIS HEALTH, INC. a Florida non-profit corporation with a mailing address of 3599 University Blvd., S., Suite B, Jacksonville, Florida 32216, and by VERANO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-corporation with a mailing address of c/o Leland Management, Inc., 6972 Lake Gloria Boulevard, Orlando, Florida 32809 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Duval County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Grantor grants this conservation easement over 0.19 acre of uplands as a condition of Permit No. 40-031-23600-7 issued by Grantee and

Department of the Army ("DA") Permit No. SAJ-2000-4782 (IP-BAL) issued by the U.S. Army Corps of Engineers ("Corps"), solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the provisions of Section 704.06 of the Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("the "Conservation Easement"). Grantor fully warrants title to said Property, subject only to easements, covenants, conditions, restrictions, and other such matters of record, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

(b) Dumping or placing soil or other substances or materials as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other substances or materials in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Notwithstanding the foregoing or any provision or implication of this Conservation Easement to the contrary, Grantor reserves unto itself, and its successors and assigns, (a) all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited

herein and are not inconsistent with the purpose of this Conservation Easement; (b) the right to use the Property, or allow use of the Property by the adjoining property owners, with the consent of Grantor, for the construction and maintenance of drainage facilities that are specifically authorized by Permit No. 40-031-23600-7, Permit No. SAJ-2000-4782 (IP-BAL), or other permit issued by Grantee; and (c) the right to use the Property for purposes of mitigation of off-site wetlands impacts, including, but not limited to, the right to construct and maintain thereon improvements and to undertake other activities incident to the mitigation of off-site wetlands impacts that are specifically authorized by Permit No. 40-031-23600-7, Permit No. SAJ-2000-4782 (IP-BAL), or other permit issued by Grantee. In the event the construction or maintenance of drainage facilities or the mitigation of off-site wetlands impacts involves any activities specifically prohibited in Section 2, above, and not specifically authorized by permit, Grantor shall obtain written approval from Grantee for such activities prior to commencement of such activities.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee and the Corps:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor, or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee and the Corps may enforce the terms of this Conservation Easement at their discretion, but if Grantor breaches any term of this Conservation Easement and Grantee and the Corps do not exercise their rights under this Conservation Easement, the Corps's and/or Grantee's forbearance shall not be construed to be a waiver by Grantee and/or the Corps of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor and/or the Corps shall impair such right or remedy or be construed as a waiver. Grantee and the Corps shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor nor any person or entity claiming by or through Grantor, shall hold

Grantee or the Corps liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the public records of Duval County, Florida, and shall re-record it at any time as Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

10. Assignments. Neither this Conservation Easement nor any of the obligations of Grantee under this Conservation Easement shall be assigned by Grantee except to another organization qualified to hold such interest under the applicable state and federal laws, including Section 704.06 of the Florida Statutes. Grantee shall notify the Corps, in writing, of any assignment of this Conservation Easement.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.


GRANTOR:

Signed, sealed and delivered in our presence:

Genesis Health, Inc., a Florida non-profit corporation

Kelly F Hoover
Print Name: Kelly F Hoover

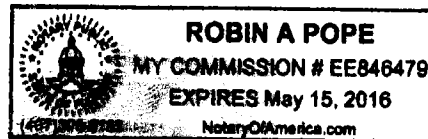
Sonal Thakkar
Print Name: Sonal Thakkar

By: Douglas M. Baer
Douglas M. Baer,
its President ^{CEO} 
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 1 day of December, 2005, by Douglas M. Baer, as ^{CEO} President of GENESIS HEALTH, INC., a non-profit corporation organized and existing under the laws of the State of Florida, on behalf of the non-profit corporation, who is personally known to me or has produced _____ as identification.

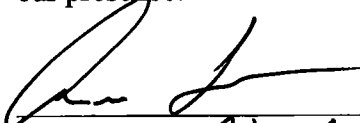
Robin A. Pope
Print Name: Robin A. Pope
Notary Public, State of ~~Georgia~~ Florida
My Commission Expires: 5/15/16
My Commission Number: EE846479




GRANTOR:

VERANO HOMEOWNERS ASSOCIATION,
INC., a Florida not-for-corporation

Signed, sealed and delivered in
our presence:


Print Name: Ash M. Smith


Print Name: Dee Belet

By: Barbara A. Jenuso
Name: Barbara A. Jenuso
its President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 22 day of September 2015, by BARBARA A. Jenuso, as X President of Verano Homeowners Association, Inc., a not-for-corporation organized and existing under the laws of the State of Florida, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Print Name: Douglas D. Harrier
Notary Public, State of Florida
My Commission Expires: 11-1-2016
My Commission Number: EE848675

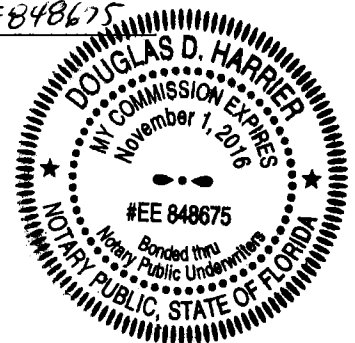


EXHIBIT "A"

Legal Description of Property – Mitigation Site No. 13

MITIGATION SITE 13:

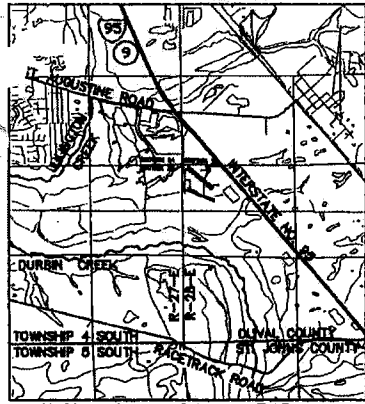
A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE SOUTH 88°24'00" EAST, ALONG THE NORTH LINE OF SAID SECTION 30, ALSO BEING THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 1751.21 FEET; THENCE SOUTH 43°05'04" WEST, 128.94 FEET; THENCE SOUTH 54°14'33" WEST, 111.54 FEET; THENCE SOUTH 63°33'20" WEST, 57.02 FEET; THENCE SOUTH 04°35'46" WEST, 87.93 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 29°29'56" WEST, 16.69 FEET; THENCE NORTH 81°42'50" WEST, 15.68 FEET; THENCE SOUTH 04°35'46" WEST, 22.50 FEET; THENCE SOUTH 29°29'56" EAST, 54.64 FEET; THENCE SOUTH 43°11'33" EAST, 45.58 FEET; THENCE SOUTH 29°39'20" EAST, 34.62 FEET; THENCE SOUTH 03°57'28" EAST, 58.77 FEET; THENCE SOUTH 28°35'49" WEST, 68.80 FEET; THENCE SOUTH 34°50'13" WEST, 42.76 FEET; THENCE SOUTH 55°09'47" EAST, 25.00 FEET; THENCE NORTH 34°50'13" EAST, 44.13 FEET; THENCE NORTH 28°35'49" EAST, 77.46 FEET; THENCE NORTH 03°57'28" WEST, 71.78 FEET; THENCE NORTH 29°39'20" WEST, 43.29 FEET; THENCE NORTH 43°11'33" WEST, 45.55 FEET; THENCE NORTH 29°29'56" WEST, 43.97 FEET TO THE POINT OF BEGINNING.

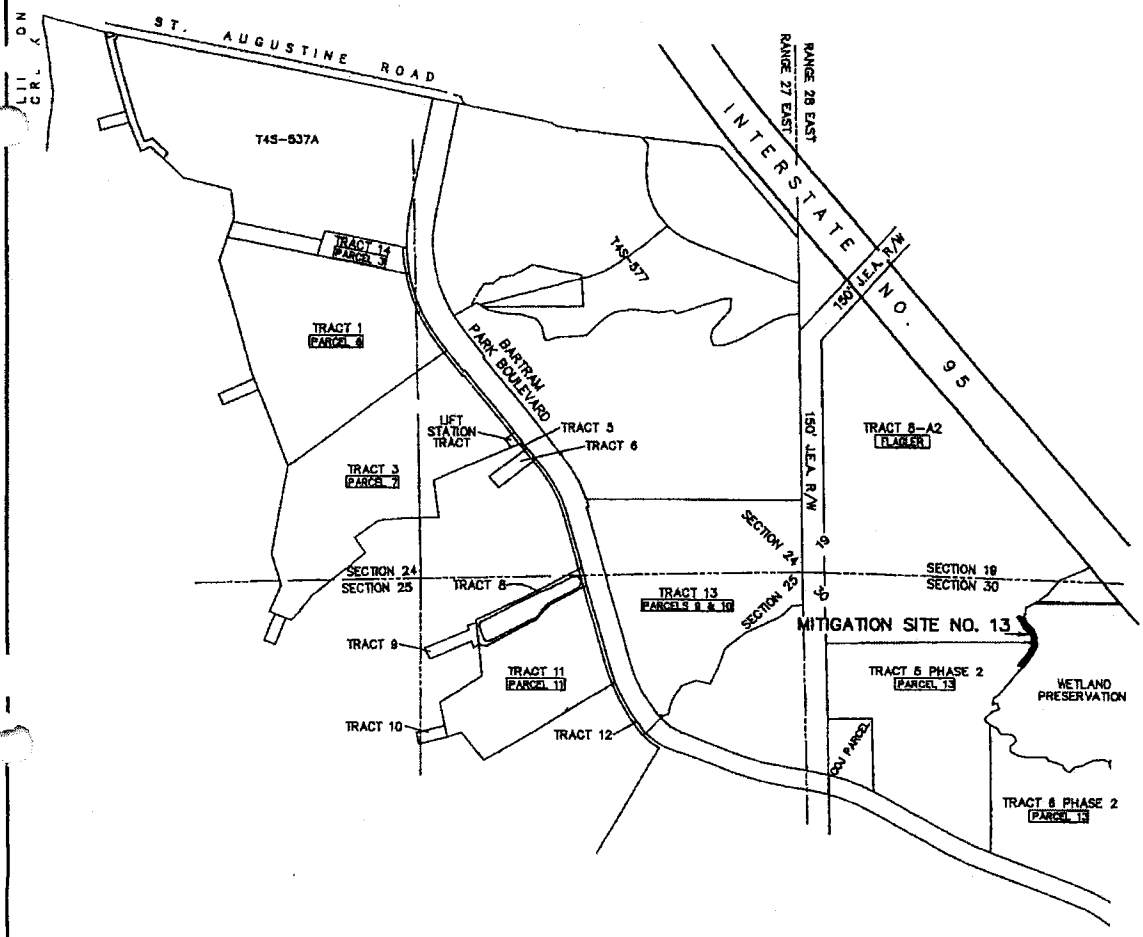
MAP SHOWING

MITIGATION SITE 13

FOR: BARTRAM PARK, LTD.



Vicinity Map
NOT TO SCALE



MITIGATION SITE 13

SHEET NO 1 OF 3 SHEETS

RAFTER: DSW

JOB No. 2004-1015

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.037, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

DATE DECEMBER 19, 2004

SCALE 1" = 1000'

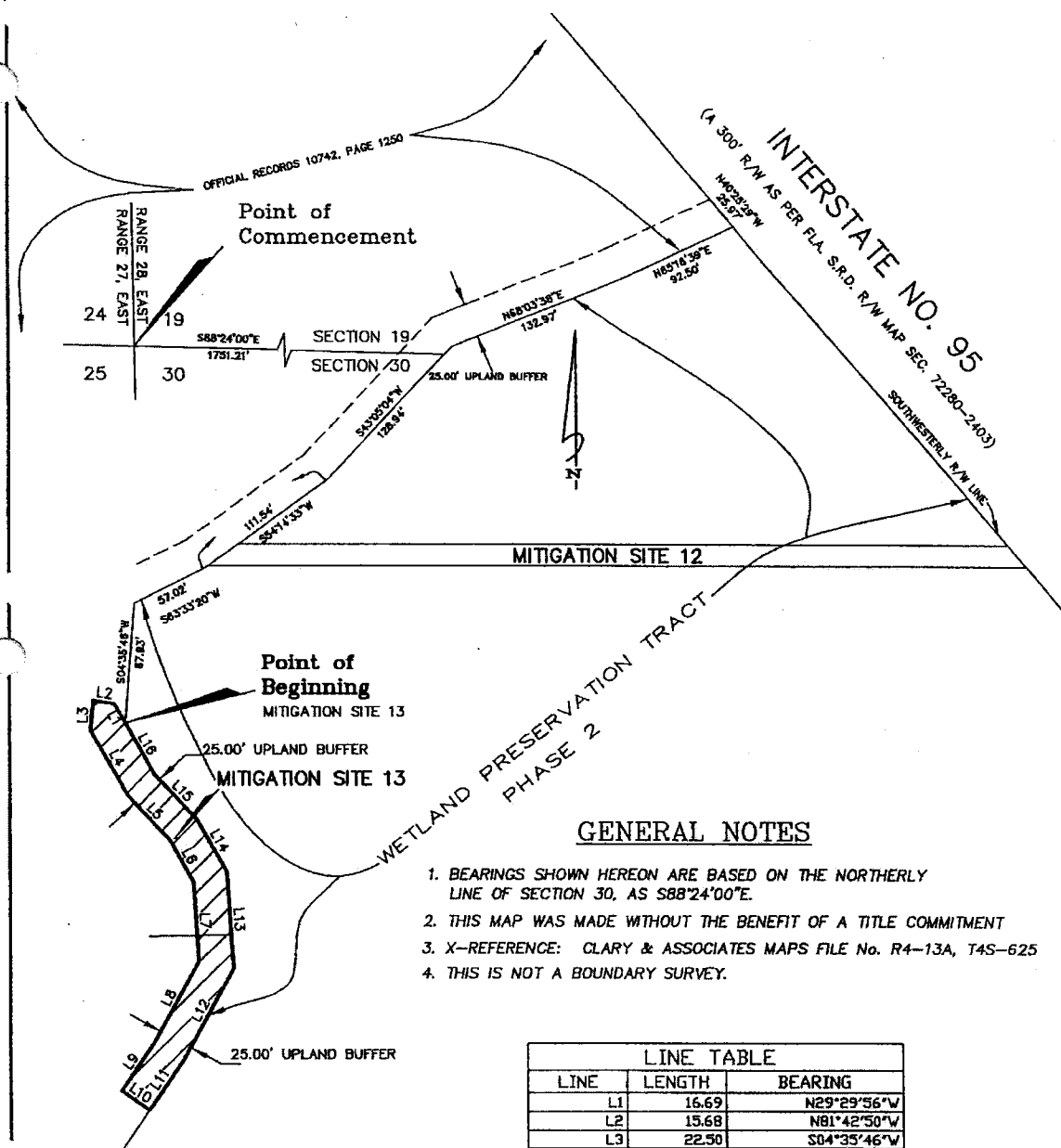
CHECKED BY: *[Signature]*

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 CB NO. 3731



[Signature]
B.L. PITTMAN, P.L.S. CERT. NO. 4827

MAP SHOWING
MITIGATION SITE 13



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF SECTION 30, AS S88°24'00"E.
2. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT
3. X-REFERENCE: CLARY & ASSOCIATES MAPS FILE No. R4-13A, T4S-625
4. THIS IS NOT A BOUNDARY SURVEY.

LINE TABLE

LINE	LENGTH	BEARING
L1	16.69	N29°29'56"W
L2	15.68	N81°42'50"W
L3	22.50	S04°35'46"W
L4	54.64	S29°29'56"E
L5	45.58	S43°11'33"E
L6	34.62	S29°39'20"E
L7	58.77	S03°57'28"E
L8	68.80	S28°35'49"W
L9	42.76	S34°50'13"W
L10	25.00	S55°09'47"E
L11	44.13	N34°50'13"E
L12	77.46	N28°35'49"E
L13	71.78	N03°57'28"W
L14	43.29	N29°39'20"W
L15	45.55	N43°11'33"W
L16	43.97	N29°29'56"W

MITIGATION SITE NO. 13
UPLAND BUFFER AREA = 0.19± ACRES

DENOTES UPLAND AREAS

MITIGATION SITE 13

SHEET NO 2 OF 3 SHEETS

DRAFTER: DSW JOB No. 2004-1015

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 11017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

DATE DECEMBER 19, 2004

SCALE 1" = 100'

CHECKED BY:

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD, SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731

CLARY

B.L. Pittman
B.L. PITTMAN, P.L.S. CERT. NO. 4827

LEGEND
R/W = RIGHT-OF-WAY
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
ORV = OFFICIAL RECORDS VOLUME
PB = PLAT BOOK
PG(S) = PAGE(S)
L = ARC LENGTH
T = TANGENT
R = RADIUS
CH = CHORD
Δ = DELTA

MAP SHOWING

MITIGATION SITE 13:

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE SOUTH 88°24'00" EAST, ALONG THE NORTH LINE OF SAID SECTION 30, ALSO BEING THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 1751.21 FEET; THENCE SOUTH 43°05'04" WEST, 128.94 FEET; THENCE SOUTH 54°14'33" WEST, 111.54 FEET; THENCE SOUTH 63°33'20" WEST, 57.02 FEET; THENCE SOUTH 04°35'46" WEST, 87.93 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 29°29'56" WEST, 16.69 FEET; THENCE NORTH 81°42'50" WEST, 15.68 FEET; THENCE SOUTH 04°35'46" WEST, 22.50 FEET; THENCE SOUTH 29°29'56" EAST, 54.64 FEET; THENCE SOUTH 43°11'33" EAST, 45.58 FEET; THENCE SOUTH 29°39'20" EAST, 34.62 FEET; THENCE SOUTH 03°57'28" EAST, 58.77 FEET; THENCE SOUTH 28°35'49" WEST, 68.80 FEET; THENCE SOUTH 34°50'13" WEST, 42.76 FEET; THENCE SOUTH 55°09'47" EAST, 25.00 FEET; THENCE NORTH 34°50'13" EAST, 44.13 FEET; THENCE NORTH 28°35'49" EAST, 77.46 FEET; THENCE NORTH 03°57'28" WEST, 71.78 FEET; THENCE NORTH 29°39'20" WEST, 43.29 FEET; THENCE NORTH 43°11'33" WEST, 45.55 FEET; THENCE NORTH 29°29'56" WEST, 43.97 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8255 SQUARE FEET, 0.19 FEET, MORE OR LESS.

SHEET NO 3 OF 3 SHEETS

DRAFTER: DSW

JOB No. 2004-1015

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-9, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

DATE DECEMBER 19, 2004

SCALE N/A

CHECKED BY: *[Signature]*

Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3830 CROWN POINT ROAD, SUITE "A"
 JACKSONVILLE, FLORIDA 32257
 (904) 280-2703 LB NO. 3731

[Signature]

B.L. PITTMAN, P.L.S. CERT. NO. 4827



LEGEND
 R/W = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 ORV = OFFICIAL RECORDS VOLUME
 PB = PLAT BOOK
 PGS = PAGE(S)
 L = ARC LENGTH
 T = TANGENT
 R = RADIUS
 CH = CHORD
 Δ = DELTA

Recording: \$180.00
Doc. stamps: \$ 0.70
Int. tax:
TOTAL: \$180.70

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

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**DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRACTS 7 AND 8, BARTRAM PARK PHASE 2**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of the 3rd day of October, 2005, by WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, ("Declarant"), in reference to the following facts:

RECITALS:

(A) Declarant is the owner of numerous adjoining parcels of real property in Duval County, Florida, ("Phase 2"), part or parts of which Declarant intends to develop and sell to others (individually, a "Successor Developer" and, collectively, the "Successor Developers").

(B) Phase 2 is part of the Bartram Park Development of Regional Impact ("Bartram Park"), the development of which is authorized by the following development orders (collectively, the "DO"):

1. Ordinance No. 2000-451-E adopted by the City of Jacksonville, Florida, on August 4, 2000, as amended, (the "Duval DO");

2. Resolution No. 2000-139 adopted by St. Johns County, Florida, on September 19, 2000, as amended, (the "St. Johns DO").

(C) The development and use of Phase 2 are subject to all of the terms and provisions of the following documents, all as amended from time to time, (collectively, the "Development Documents"):

1. The DO;
2. The corresponding comprehensive plan amendments;
3. Planned Unit Development Ordinance Number 2000-452-E adopted by the City of Jacksonville, Florida, on July 25, 2000, as amended;
4. Planned Unit Development Resolution No. 2001-3 adopted by St. Johns County, Florida, on January 17, 2001, and recorded February 1, 2001, in Official Records Book 1563, at page 32, of the public records of St. Johns County, Florida, as amended;
5. Declaration of Covenants, Conditions, and Restrictions made by Bartram Park, Ltd., Flagler Development Company, and Bartram Lakes, LLC, dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 39, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1230, of the public records of St. Johns County, Florida, as amended; and
6. Declaration of Covenants and Restrictions for Bartram Park dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, as amended.

(D) The Development Documents provide for or allow a limited master drainage system, lakes, internal roadways with medians, streetscaping, pedestrian trails and walks, public parks, adoption of architectural themes and development standards, and the creation of BARTRAM PARK OWNERS' ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32256, (the "Owners' Association") and a design review committee (the "DRC") to manage various aspects of the development and operation of Phase 2.

(E) All improvements to Phase 2 are and shall be subject to the Development Documents, the development standards promulgated pursuant thereto (the "Development Standards"), and the prior review and approval of Declarant, the Owners' Association, and the DRC, as required by the Development Documents.

(F) Declarant desires to declare and establish certain covenants, conditions and restrictions as to the development and use of, by Declarant and its successors and assigns, including the Successor Developer and each and every other person, partnership (whether general or limited), corporation or other legal entity (collectively, the "Owners") owning the fee simple title to the real property in Duval County, Florida described in Exhibit "A," which exhibit

is attached hereto and, by this reference, made a part hereof, (the "Property") which covenants, conditions, and restrictions shall run with title to the Property.

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

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

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

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

3. Definitions and Abbreviations. The following terms are used in this Declaration as defined in this Section 3:

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

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

(c) The term "Adjoining Parcel" shall have the meaning assigned to it in Section 16.

(d) The term "BellSouth" shall have the meaning assigned to it in Section 13.

(e) The term "BellSouth Agreement" shall have the meaning assigned to it in Section 13.

(f) The term "Beneficiaries" shall have the meaning assigned to it in Section 20.

(g) The term "CDD" shall have the meaning assigned to it in Section 8.

(h) The term "Development Rights" shall have the meaning assigned to it in Section 4.

- (i) The term "Drainage Parcel" shall have the meaning assigned to it in Section 16.
- (j) The term "Flagler" shall have the meaning assigned to it in Section 13.
- (k) The term "Full Access Right" shall have the meaning assigned to it in Section 9.
- (l) The term "Prior Declaration" shall have the meaning assigned to it in Section 19.
- (m) The term "Revisions" shall have the meaning assigned to it in Section 5.
- (n) The term "Temporary Access Right" shall have the meaning assigned to it in Section 10.
- (o) The terms "Unit" and "Units" shall have the meanings assigned them in Section 8.

4. Development Rights Associated with the Property. The Development Documents allow Tract 8 of the Property to be developed with a maximum of four hundred (400) multi-family housing units during the first phase of the development of Bartram Park (the "Development Rights"). Successor Developer intends, but shall not be required, to develop Tract 8 of the Property with at least a minimum of three hundred and twenty-five (325) multi-family housing units during the first phase of the development of Bartram Park. The development of the Property is subject to, and shall be consistent with, the assignment of the Development Rights to Successor Developer, the Development Documents, and the Development Standards. On the earlier of either (a) the completion of the development of the Property, or (b) August 4, 2009, Successor Developer shall reassign to Declarant any of the Development Rights which Successor Developer does not intend to use. A document or instrument effecting each such assignment or reassignment shall be recorded in the public records of Duval County, Florida. The Property shall not be developed any more intensively than is permitted by the assignment of the Development Rights or for any use other than as a multi-family housing development. Neither the Successor Developer nor the Owners of the Property or any part or parts thereof, nor their respective tenants and subtenants, nor their respective successors and assigns, shall seek any Revisions (as defined below) of or to the Development Documents or the Development Rights.

5. Architectural Review and Approval of Improvements to the Property. The development of, and construction on, the Property shall be undertaken only in strict compliance with the assignment of the Development Rights, the Development Documents, and the Development Standards, and plans, specifications, and other documents or instruments for such development or construction submitted to and reviewed and approved by Declarant, the Owners' Association, and/or the DRC, as required by this Declaration, the Development Documents, or the Development Standards, so as to achieve harmony of external design and visual and acoustical privacy. No such development or construction, and no addition, change, or other

alteration thereto, shall be undertaken, commenced, erected, placed, or maintained upon the Property unless and until the plans, specifications (including colors and roofing materials), and locations of or for the same (including any modification or other revisions to any such plans, specifications, or locations), have been submitted to and approved in writing by Declarant, the Owners' Association, and/or the DRC, as required by this Declaration, the Development Documents, or the Development Standards. To streamline the process of obtaining such approvals, Declarant shall (a) accept, on its own behalf and on behalf of the Owners' Association and the DRC, all plans, specifications, or other documents or instruments that the Successor Developer is or may be required to submit to either Declarant, or the Owners' Association, or the DRC; (b) to the extent the same are required to be submitted to the Owners' Association or the DRC, transmit the same to the Owners' Association and/or the DRC, as appropriate, in a timely manner; (c) act as an intermediary between the Successor Developer and the Owners' Association and the DRC with respect to all communications between the Successor Developer and the Owners' Association and/or the DRC; and (d) communicate to the Successor Developer the collective approval or disapproval of Declarant, the Owners' Association, and the DRC of the said Successor Developer's plans, specifications, or other documents or instruments. Until the completion of the development of the Property, Declarant shall not assign its prior review and approval rights under this Declaration to any person, including any corporation, partnership, or other legal entity, including the Owners' Association and the DRC, that is not controlled by, or under common control with, Declarant, except as may be required by the Development Documents or with the prior written consent of the Successor Developer. Notwithstanding any provision or implication of this Declaration or in any document or instrument executed and/or delivered in connection with this Declaration to the contrary, as between Declarant and the Successor Developer and the Owners of the Property, Declarant shall have the right, in its sole, absolute, and unfettered discretion, to seek, obtain, and/or make or enter into amendments, supplements, or other modifications or revisions (individually or collectively, "Revisions") of or to the Development Documents and neither the Successor Developer nor the Owners of the Property shall object thereto; provided, however, that Declarant shall not seek, obtain, or make or enter into Revisions of or to the Development Documents that would reduce the density or intensity of the Development Rights, result in any increase in the development exactions imposed on the Property, or otherwise materially adversely impact the Successor Developer's ability to develop, own, or operate the Property or materially delay the Successor Developer in the development of the Property to the extent of the Development Rights, or result in any increase in the Successor Developer's or the Owners' share of any regular or special assessments levied pursuant to the Development Documents, without the prior written consent of the Successor Developer; provided, further, that any Revisions that do reduce the density or intensity of the Development Rights, result in any increase in the development exactions imposed on the Property, or otherwise materially adversely impact the Successor Developer's ability to develop or operate, or materially delay Successor Developer in the development of the Property to the extent of the Development Rights, or result in any increase in Successor Developer's share of any regular or special assessments levied pursuant to the Development Documents, shall not be made without the prior written consent of Successor Developer, which consent may be withheld at Successor Developer's sole discretion. Declarant shall or shall cause the Owners' Association and/or the DRC, as required by this Declaration, or the Development Documents, or the Development Standards, to approve or disapprove properly submitted plans and specifications for the development of or construction on the Property, in writing, within thirty (30) days of each

submission. Any disapproval shall be accompanied by comments which, if agreed to by the Successor Developer and if incorporated into such plans, specifications, or other documents or instruments, would result in the approval of the same. If Successor Developer submits to Declarant, the Owners' Association, and/or the DRC conceptual plans and specifications required by this section that are then reviewed and approved by Declarant, the Owners' Association, and/or the DRC, as appropriate, Declarant shall commit and, for so long as Declarant controls the Owners' Association and/or the DRC, shall obtain and, thereafter, shall make a reasonable, good-faith effort to obtain from the Owners' Association and/or the DRC, as appropriate, a commitment or commitments that, if Successor Developer subsequently submits to Declarant, the Owners' Association, and/or the DRC, as appropriate, detailed plans and specifications required by this section consistent with the conceptual plans and specifications previously submitted to and reviewed and approved by Declarant, the Owners' Association, and/or the DRC, as appropriate, the detailed plans and specifications likewise shall be approved by Declarant, the Owners' Association, and/or the DRC, as appropriate. Any subsequent construction, installation, replacement, reconstruction, alterations, or additions on the Property in accordance with previously-approved conceptual plans, site plans, building plans, or landscaping plans using previously-approved materials shall be deemed approved. Neither Declarant, nor the Owners' Association, nor the DRC will be liable to the Successor Developer or the Owners of the Property or any other party for any inadequacy or deficiency in plans or specifications resulting in defects in any improvements, and will not be obligated to ensure either that the proposed plans or specifications comply with any applicable building codes or that any improvements are completed in accordance with the plans or specifications.

6. Signage. No pylon or similar signs shall be constructed, erected, or otherwise maintained on the Property. All project identification signage on the Property shall be monument signs. All signage on the Property shall be constructed, erected, and maintained only in strict compliance with this Declaration, the Development Documents, and the Development Standards.

7. Maintenance of Landscaping on the Property. All landscaping on the Property shall be maintained "to the back of the curb" or to the edge of any abutting pavement, as the case may be. Landscaping on the Property shall include, but shall not be limited to, shade trees along the entire length of the boundary of the Property abutting Bartram Park Boulevard or any extension thereof. Such shade trees shall be maintained at a frequency of one (1) tree for every fifty feet (50') of road frontage. Such shade trees shall be a minimum of six inch (6") caliper, 16-18' height, live oak-Florida Grade No. 1. Any existing six inch (6") caliper and above trees will be credited against this requirement. All landscaped areas shall be regularly maintained, with such replacements of shrubs and other landscaping being made as reasonably required, and all landscaped areas at all times be adequately weeded, fertilized, and watered and otherwise maintained as required by, and in strict compliance with, this Declaration, the Development Documents, and the Development Standards.

8. Property Assessments. Successor Developer shall pay to the Owners' Association any and all regular and special assessments established and levied pursuant to the terms of the Development Documents. Successor Developer acknowledges and agrees that the Property is subject to a community development district established by Declarant and/or others in

accordance with Chapter 190 of the Florida Statutes (the "CDD"), and assessments related thereto, with respect to Phase 2 and subsequent phases of Bartram Park (in which the Property is located) to finance and facilitate the construction and installation of amenities and infrastructure serving Bartram Park or parts thereof. Successor Developer shall (i) join in, consent to, and otherwise execute any and all documents required to be executed by owners of property within Bartram Park, to assist in the formation, expansion, and operation of the CDD for the benefit of Bartram Park; provided, however, that Successor Developer shall have no liability associated with the formation, expansion, or operation of the CDD other than as to assessments properly imposed pursuant to either Section 190.021 or Section 190.022 of the Florida Statutes upon lots or units developed or to be developed on the Property (individually, a "Unit" and, collectively, the "Units"), and (ii) include in Successor Developer's leases and/or sales contracts for the Units all disclosures required by law or otherwise reasonably required by Declarant with respect to the CDD. Assessments as to the Property shall be based on a minimum of three hundred and twenty-five (325) Units or the actual number of Units constructed or to be constructed thereon, whichever is greater. Successor Developer shall pay the "Series 2005 Bonds Par Debt Assessment / Unit" for "Tract 8" for each of the available "Development Units," all as shown on Exhibit "B," which is attached hereto and, by this reference, made a part hereof, less the total number of Units then approved for development on the Property, as shown on Successor Developer's approved site plan for the Property. If the total number of Units approved for development on the Property is reduced, or if the actual number of Units constructed on the Property is less than the total number of Units approved for development on the Property on the date hereof, then Successor Developer shall pay the said "Series 2005 Bonds Par Debt Assessment / Unit" for "Tract 8" for each of the "Development Units" comprising the difference. Each payment shall be made as soon as it can be calculated.

9. Grant of Permanent Right of Full Access. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of the Successor Developer and the Owners of the Property or any part or parts thereof, their respective tenants and sub-tenants, and their respective successors and assigns, a non-exclusive permanent right of full access to and from the Property from and to Bartram Park Boulevard (and by way of Bartram Park Boulevard, from and to St. Augustine Road) (the "Full Access Right"). The Successor Developer and/or the Owners of the Property, at their expense, shall be responsible for (a) constructing the driveways required to take advantage of the Full Access Right and (b) constructing any curb cuts, acceleration and deceleration lanes, signalization, and the like associated with the Full Access Right within the right-of-way for Bartram Park Boulevard that may be requested by Successor Developer and approved by Declarant, as well as the costs of maintaining, repairing, and, as necessary, replacing or reconstructing any such improvements constructed by the Successor Developer and/or the Owners of the Property, except to the extent that, and until, any such improvements are dedicated to, and the responsibility for maintenance thereof is accepted by, a local governmental authority. Declarant, the Owners' Association, and the DRC shall have the right to approve or disapprove the construction of all such driveways, curb cuts, acceleration and deceleration lanes, signalization, and the like, including the location thereof, so as to ensure compatibility with Declarant's plans and specifications for Bartram Park Boulevard and the character of Bartram Park, which approval shall not be unreasonably withheld or delayed. The Successor Developer and the Owners of the Property or any part or parts thereof each shall indemnify, defend, and hold Declarant harmless from and against any and all claims, demands,

losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of the Successor Developer or such Owners' failure to safely and properly construct, maintain, repair, and, as necessary, replace or reconstruct the driveways, curb cuts, acceleration and deceleration lanes, signalization, and the like constructed by them or on their behalf, whether within the right-of-way of Bartram Park Boulevard, or elsewhere on the Property.

10. Grant of Temporary Easement for Construction Access. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of Successor Developer a non-exclusive temporary right of right-in, right-out access to and from the Property from and to Bartram Park Boulevard (and, by way of Bartram Park Boulevard, from and to St. Augustine Road) (the "Temporary Access Right") at a location approved by the City of Jacksonville, Florida, and Declarant, which approval by Declarant shall not be unreasonably withheld or delayed, to facilitate the development of and construction on the Property. The Temporary Access Right shall terminate upon the completion of the development of and construction on the Property. Successor Developer, at its expense, shall be responsible for constructing the temporary driveways and other improvements required to take advantage of the Temporary Access Right that may be requested by Successor Developer and approved by Declarant. Declarant, the Owners' Association, and the DRC shall have the right to approve or disapprove the construction of all such temporary driveways and other such improvements so as to ensure compatibility with Declarant's plans and specifications for Bartram Park Boulevard and the character of Bartram Park, which approval shall not be unreasonably withheld or delayed. On the completion of the development of the Property or during any hiatus in construction of two (2) months or more, Successor Developer, at its expense, shall restore the landscaping within the right-of-way for Bartram Park Boulevard or elsewhere on the Property to its previous condition, its condition at the time of the construction of such temporary driveways and other such improvements. Successor Developer shall indemnify, defend, and hold Declarant harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of Successor Developer's failure to safely and properly use, maintain, repair, and, as necessary, replace or reconstruct such temporary driveways and other such improvements constructed by it or on its behalf, whether within the right-of-way of Bartram Park Boulevard or elsewhere on the Property.

11. Connection, "Tap," and Other Charges. Notwithstanding any provision or implication of this Declaration to the contrary, the Successor Developer and/or the Owners of the Property shall be responsible for the installation of meters and for all connection, "tap," and other such charges, as well as all water meter or other such periodic or service charges of the provider of potable and reclaimed water, sewer, cable television, telephone, electric, and other utility services, and all impact and other such fees relative thereto, for the provision of such utility services to the Property.

12. Reclaimed Water. Reclaimed water shall be used for irrigation on the Property, provided that the available reclaimed water shall at all times be suitable for landscape irrigation purposes. The Successor Developer shall, at its expense, make arrangements directly with the supplier of reclaimed water for the installation of a meter for the Property. The Successor

Developer also shall maintain and repair all portions of the reclaimed water line that are located within and serve only the Property.

13. Reservation of Telecommunication Easement. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of BellSouth Telecommunications, Inc., (“BellSouth”), Declarant, and the owners of Phase 2 or any part or parts thereof, their respective tenants and sub-tenants, and their respective successors and assigns, a non-exclusive easement upon, over, and/or across the roads constructed in the Property, as required by that certain letter agreement by and among Declarant, Flagler Development Company (“Flagler”), and BellSouth dated April 17, 2001, as amended, (the “BellSouth Agreement”) wherein Declarant and Flagler agreed to grant to BellSouth non-exclusive easements for telecommunication facilities within the rights-of-way in Phase 2.

14. Grant of Additional Easements. Successor Developer and the Owners of the Property shall grant to Declarant such other drainage and utility easements across the Property as Declarant may reasonably request for the benefit of the Phase 2 property; provided, however, that such easements shall not encroach on any existing or planned buildings or other significant structures, otherwise unduly burden Successor Developer’s development of or construction on the Property to the extent of the Development Rights, create any financial obligations on the owners of the Property or materially adversely effect the marketability of the Property. Declarant shall be entitled to retain any revenues from any utility easements. Declarant may reserve for itself and its successors and/or assigns easements over and across the rights-of-way and other common areas as to Phase 2 not including the Property, except as set forth above, for all purposes, including, but not limited to, the development and sale of parcels and other improvements within Phase 2. Declarant and its successors and/or assigns shall have the exclusive right to select the service provider(s) for cable television, telephone, data transmission, and other telecommunication services for Phase 2. Declarant may reserve for itself and its successors and/or assigns easements for the purposes of installing, maintaining, repairing, replacing, and/or reconstructing all lines and facilities relating, directly or indirectly, to such services for Phase 2.

15. Stormwater Drainage. All of the stormwater drainage requirements of the Property shall be accommodated on the Property. All of the stormwater on the Property shall be treated on the Property prior to being discharged from the Property. After treatment, all of the stormwater on the Property shall be discharged from the Property using easements granted or reserved by Declarant for the benefit of Successor Developer for that purpose.

16. Drainage Easement. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of Declarant, and its successors and/or assigns, a perpetual, non-exclusive, unobstructed easement upon, over, across, and under that portion of the Property described in Exhibit “C,” which is attached hereto and, by this reference, made a part hereof (the “Drainage Parcel”), for the purpose of providing stormwater drainage and for construction, installation, operation, maintenance, repair, replacement, and removal of such drainage facilities as may be required to provide drainage of surface water from the real property commonly known as Tract 6, Bartram Park Phase 2, and more particularly described in Exhibit “D,” which is attached hereto and, by this reference, made a part hereof, (the “Adjoining Parcel”) and other

parts and parcels of Phase 2. Successor Developer and the Owners' Association, as the case may be, shall maintain, repair, or replace any and all drainage facilities constructed within the Drainage Parcel in accordance with the requirements of the St. Johns River Water Management District and other applicable statutes, rules, and regulations. If either Successor Developer or the Owners' Association fails or refuses to maintain, repair, or replace the drainage facilities located within the Drainage Parcel as provided herein, the owner of the Adjoining Parcel may give Successor Developer and the Owners' Association written notice of such failure and, unless Successor Developer or the Owners' Association cures the default within ten (10) days from the date of receipt of such notice, the owner of the Adjoining Parcel shall have the right, but not the obligation, to make such maintenance, repairs, and replacement without any further notice and Successor Developer and/or the Owners' Association, as the case may be, shall be liable to the owner of the Adjoining Parcel for the reasonable cost of all such maintenance, repairs, and replacement and shall pay the costs thereof to the owner of the Adjoining Parcel within thirty (30) days after the receipt of an invoice detailing the costs thereof. All such construction, installation, operation, maintenance, repair, replacement, or removal, or any other work of any nature whatsoever, undertaken by any party in accordance with this Declaration shall be performed in a professional manner pursuant to any permits required therefor. Successor Developer shall have the right to relocate the Drainage Parcel and the drainage facilities constructed within the Drainage Parcel; provided, however, that stormwater drainage flowing through the Drainage Parcel shall not be impaired, obstructed, restricted, or otherwise diminished thereby. Successor Developer also shall have the right to substitute for the foregoing drainage easement a platted drainage easement; provided, however, that any such platted drainage easement shall be subject to the same rights and obligations as are set forth above.

17. School Impact Fees. If not already paid, upon the issuance of building permits, the Successor Developer or its successors and/or assigns shall pay a one-time school impact fee of Two Hundred and No/100ths Dollars (\$200.00) for each housing unit to be constructed on the Property. In accordance with the DO, the school impact fee shall be paid to the Bartram Park Education Contribution Fund.

18. Intentionally Deleted.

19. Release of Certain Existing Easements. Declarant, as the successor to the Developer under that certain Declaration of Covenants and Restrictions for Bartram Park dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, as amended, (the "Prior Declaration") hereby releases to the Successor Developer, its exclusive easements, as described in Section 8.13 of the Declaration, as to the Property.

20. Covenants Run With the Land. Each easement, covenant, condition, and restriction contained herein shall be appurtenant to and for the benefit of all portions of the Property shall run with the land, and shall be binding upon each and every successor-in-interest of Declarant, regardless of whether the deed or other instrument of conveyance by which such successor-in-interest acquires title shall recite that the Property is or are subject and subordinate to the terms and provisions hereof. The easements, licenses, rights, and privileges established, created, and granted hereby shall be for the benefit of, and restricted solely to, Declarant, the

Owners' Association, or the other specifically defined or designated beneficiaries (the "Beneficiaries") and the fee simple owners or their nominees, and their respective successors or assigns, of all or any portion of the Property, as their interests may appear; however, Declarant, the Owners' Association, or the Beneficiaries and any such fee simple owner may grant the privilege or benefit of such easement, license, right, or privilege to its respective successors, assigns, tenants, subtenants, or other nominees, unless this Declaration provides or implies otherwise.

21. Duration. Except as otherwise provided herein, each easement, covenant, condition, restriction, and undertaking contained in this Declaration shall exist in perpetuity, unless Declarant (for so long as it owns any part or parts of Phase 2) and the Owners of all (or all of the remainder of) of Phase 2, and their first mortgagees, agree, in writing, to the contrary.

22. Privity of Contract and/or Estate. This Declaration will create privity of contract and/or estate with and among Declarant, the Owners' Association, and all grantees of all or any part of the Property, their respective heirs, personal representatives, successors, and assigns. In the event of the breach of any of the terms, agreements, easements, covenants, conditions, or restrictions contained herein, any one or more of Declarant, the Owners' Association, the Beneficiaries, as the fee simple owners, or their mortgagees, of any portion of the Property will be entitled to full and adequate relief by all available legal and equitable remedies from any consequence of such breach, and all costs and expenses of any suit or proceeding for enforcement, including reasonable attorneys' fees, will be assessed against the defaulting owner; provided, however, that no tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent of any such owner shall have any such legal or equitable remedies except in an action brought in the name of, and with the consent of, the owner through which such tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent derives its rights and no such tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent shall have (1) the right to compel any owner to assert such legal or equitable remedies or (2) any rights or claims against such owner for its failure or refusal to assert such legal or equitable remedies, except pursuant to an express provision of this Declaration or other written agreement to the contrary.

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

shall have (1) the right to compel any owner to enjoin such violation or threatened violation or (2) any rights or claims against such owner for its failure or refusal to enjoin such violation or threatened violation, except pursuant to an express provision of this Declaration or other written agreement to the contrary.

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

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

(a) Correcting scrivener's errors; and/or

(b) Complying with the laws, ordinances, rules, and regulations of the United States, the State of Florida, Duval County, and any other governmental authority having jurisdiction over the Property, including the DO, and the other Development Documents.

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

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

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

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

28. Consent in Writing. Whenever it is provided in this Declaration that a party's written permission, consent, or approval is required, the party shall not unreasonably withhold such permission, consent, or approval. Except as otherwise expressly provided herein, any party's failure to respond in writing to a request within thirty (30) days from the date of the request shall constitute an unqualified and irrevocable permission for, consent to, or approval of

the matter so requested and described by the requesting party. If there exists a demand for modification of the terms of this Declaration, it shall be deemed unreasonable if the party withholds consent or approval without just cause.

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

Declarant: Mr. J. Thomas Dodson
WINSLOW FARMS, LTD.
13361 Atlantic Boulevard
Jacksonville, Florida 32225

with a copy to:

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

Successor Developer: Mr. David A. Smith
PULTE HOME CORPORATION
5210 Belfort Road South, Suite 400
Jacksonville, Florida 32256

with a copy to:

Charles E. Murphy, Jr., Esquire
POWELL GOLDSTEIN LLP
One Atlantic Center
1201 West Peachtree Street NW, 14th Floor
Atlanta, Georgia 30309

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

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

WITNESSES:

WINSLOW FARMS, LTD.

Kelly Bullock
(Sign on this line.)
Kelly Bullock
(Print name legibly on this line.)

By: WINSLOW FARMS, INC.,
its sole General Partner

Julie Merten
(Sign on this line.)
Julie Merten
(Print name legibly on this line.)

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

(CORPORATE SEAL)

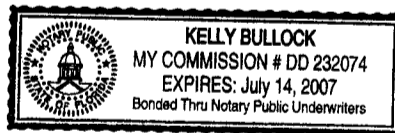
STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was sworn to and acknowledged before me this 30th day of September, 2005, by J. THOMAS DODSON, as President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and limited partnership, who is personally known to me or who has produced _____ as identification.

Kelly Bullock
(Sign on this line.)
Kelly Bullock
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: DD 232074
EXPIRATION DATE: July 14, 2007

(SEAL)



List of Exhibits

- Exhibit "A" - Legal Description of Property
- Exhibit "B" - Series 2005 Bonds Par Debt Assessment/Unit
- Exhibit "C" - Legal Description of Drainage Parcel
- Exhibit "D" - Legal Description of Adjoining Parcel

EXHIBIT "A"Legal Description of Property**TRACT 7**

A PORTION SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°19'39" EAST 26.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°40'21" EAST, 483.49 FEET; THENCE SOUTH 27°11'47" EAST, 385.81 FEET; THENCE SOUTH 62°40'21" WEST, 482.60 FEET; THENCE SOUTH 27°19'39" EAST, 385.81 FEET TO THE POINT OF BEGINNING.

TRACT 8

A PORTION SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 341.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°38'42" EAST, 340.02 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE IN A SOUTHEASTERLY DIRECTION, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 429.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°53'36" EAST, 427.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°19'39" EAST, 26.46 FEET; THENCE NORTH 62°40'21" EAST, 483.49 FEET; THENCE SOUTH 27°11'47" EAST, 385.81 FEET; THENCE SOUTH 62°40'21" WEST, 482.60 FEET; THENCE SOUTH 27°19'39" EAST, 373.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 111.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°43'56" EAST, 111.06 FEET TO THE NORTHWESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9976, PAGE 2279, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTHEASTERLY, NORTHWESTERLY AND SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES: COURSE NO. 1: NORTH 56°25'45" EAST, 109.26 FEET; COURSE NO. 2: NORTH 39°27'33" EAST,

126.73 FEET; COURSE NO. 3: NORTH 35°46'47" EAST, 101.76 FEET; COURSE NO. 4: NORTH 58°00'37" EAST, 96.83 FEET; COURSE NO. 5: NORTH 55°31'45" EAST, 97.27 FEET; COURSE NO. 6: NORTH 42°33'10" EAST, 93.57 FEET; COURSE NO. 7: NORTH 15°36'46" EAST, 68.16 FEET; COURSE NO. 8: NORTH 26°53'23" EAST, 98.01 FEET; COURSE NO. 9: NORTH 04°51'56" EAST, 120.91 FEET; COURSE NO. 10: NORTH 04°51'56" EAST, 37.72 FEET; COURSE NO. 11: NORTH 07°19'19" EAST, 120.63 FEET; COURSE NO. 12: NORTH 08°02'11" EAST, 134.88 FEET; COURSE NO. 13: NORTH 11°26'11" WEST, 72.91 FEET; COURSE NO. 14: NORTH 57°16'15" WEST, 45.59 FEET; COURSE NO. 15: NORTH 34°46'30" EAST, 70.12 FEET; COURSE NO. 16: NORTH 54°42'12" EAST, 65.07 FEET; COURSE NO. 17: SOUTH 87°12'58" EAST, 33.86 FEET; COURSE NO. 18: NORTH 39°02'51" EAST, 100.90 FEET; COURSE NO. 19: NORTH 69°47'15" EAST, 89.33 FEET; COURSE NO. 20: NORTH 50°10'30" EAST, 54.70 FEET; COURSE NO. 21: NORTH 25°35'54" EAST, 67.51 FEET; COURSE NO. 22: NORTH 31°47'36" EAST, 36.83 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, (A 300.00 FOOT RIGHT OF WAY AS PER FLORIDA STATE ROAD RIGHT OF WAY MAP SECTION 72280-2403); THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 1199.24 FEET TO THE SOUTHEASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9482, PAGE 905, PARCEL 101, SAID CURRENT PUBLIC RECORDS; THENCE SOUTHWESTERLY, NORTHWESTERLY, AND NORTHEASTERLY, ALONG SAID LANDS, RUN THE FOLLOWING SEVEN (7), COURSES AND DISTANCES: COURSE NO. 1: SOUTH 49°34'31" WEST, 735.83 FEET; COURSE NO. 2: SOUTH 40°25'29" EAST, 45.93 FEET; COURSE NO. 3: SOUTH 49°34'31" WEST, 19.69 FEET; COURSE NO. 4: NORTH 40°25'29" WEST, 45.93 FEET; COURSE NO. 5: SOUTH 49°34'31" WEST, 118.89 FEET; COURSE NO. 6: NORTH 40°25'29" WEST, 246.06 FEET; COURSE NO. 7: NORTH 49°34'31" EAST, 596.33 FEET; THENCE NORTH 72°28'48" WEST, 64.46 FEET; THENCE SOUTH 86°17'44" WEST, 78.68 FEET; THENCE NORTH 84°50'49" WEST, 85.36 FEET; THENCE NORTH 63°25'04" WEST, 78.18 FEET; THENCE SOUTH 58°47'36" WEST, 123.18 FEET; THENCE SOUTH 16°40'44" WEST, 96.87 FEET; THENCE SOUTH 51°04'42" WEST, 104.52 FEET; THENCE SOUTH 11°32'53" EAST, 230.45 FEET; THENCE SOUTH 39°13'52" EAST, 562.37 FEET; THENCE SOUTH 39°32'27" WEST, 484.41 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Series 2005 Bonds Par Debt Assessment/Unit

**TABLE 5
BARTRAM PARK CDD
PAR DEBT ALLOCATION TO PARCELS AND TRACTS
SERIES 2005 BONDS
SUPPLEMENTAL ASSESSMENT REPORT**

<u>Phase 1 Parcels and Tracts</u>	<u>Product Type</u>	<u>Development Units (1)</u>	<u>Development Units (1) (SF)</u>	<u>Series 2005 Bonds Par Debt Assessment/Unit</u>	<u>Series 2005 Bonds Debt Allocation per Parcel/Tract</u>
Tract 1 & 4	Multifamily (Units)	498		\$ 9,896.01	\$ 4,928,214
Tract 3	Office (SF)		126,540	\$ 8.25	\$ 1,043,534
Tract 5	Multifamily (Units)	282		\$ 9,896.01	\$ 2,790,675
Tract 6	Multifamily (Units)	323		\$ 4,265.52	\$ 1,377,764
Tract 8	Multifamily (Units)	344		\$ 9,896.01	\$ 3,404,228
Tract 9	Multifamily (Units)	212		\$ 9,896.01	\$ 2,097,954
Parcel 9 & 10	Multifamily (Units)	320		\$ 9,896.01	\$ 3,166,724
Parcel 11	Multifamily (Units)	168		\$ 9,896.01	\$ 1,662,530
Parcel 19	Multifamily (Units)	500		\$ 9,896.01	\$ 4,948,006
Parcel 20	Multifamily (Units)	<u>333</u>		\$ 9,896.01	\$ 3,295,372
		2,980	126,540		\$ 28,715,000

(1) Unit mix is subject to change based on marketing and other factors.

EXHIBIT "C"Legal Description of Drainage Parcel**Private Drainage Easement**

A portion of Section 30, Township 4 South, Range 27 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Volume 9977, page 214 of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 30, thence South $01^{\circ} 06' 09''$ East, along the Westerly line of said Section 30, a distance of 1434.43 feet to a point on a curve concave Southwesterly, having a radius of 1500.00 feet; thence Southeasterly, departing the Westerly line of said Section 30 and along the arc of said curve through a central angle of $19^{\circ} 45' 16''$, an arc length of 517.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ} 04' 02''$ East, 514.61 feet; thence South $61^{\circ} 11' 24''$ East, 578.67 feet to the point of curvature of a curve concave Northeasterly, having a radius of 1200.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $07^{\circ} 38' 33''$, an arc length of 160.06 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $65^{\circ} 00' 41''$ East, 159.95 feet; thence South $68^{\circ} 49' 57''$ East, 752.26 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1000.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $41^{\circ} 30' 11''$, an arc length of 724.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $48^{\circ} 04' 52''$ East, 708.63 feet; thence South $27^{\circ} 19' 46''$ East, 23.72 feet; thence North $62^{\circ} 40' 14''$ East, 65.00 feet to the Point of Beginning.

From said Point of Beginning, thence North $09^{\circ} 05' 55''$ East, 125.34 feet; thence North $58^{\circ} 25' 19''$ East, 150.71 feet; thence South $48^{\circ} 52' 03''$ East, 198.44 feet; thence North $41^{\circ} 45' 00''$ East, 376.09 feet; thence North $19^{\circ} 45' 00''$ East, 329.14 feet; thence North $23^{\circ} 15' 00''$ West, 359.86 feet; thence North $38^{\circ} 15' 00''$ West, 153.37 feet; thence North $68^{\circ} 15' 00''$ West, 159.81 feet; thence South $56^{\circ} 45' 00''$ West, 296.07 feet; thence South $63^{\circ} 51' 00''$ West, 182.12 feet; thence North $39^{\circ} 14' 25''$ West, 41.07 feet; thence North $63^{\circ} 51' 00''$ East, 188.94 feet; thence North $56^{\circ} 45' 00''$ East, 302.21 feet; thence South $68^{\circ} 15' 00''$ East, 195.68 feet; thence South $38^{\circ} 15' 00''$ East, 165.36 feet; thence South $23^{\circ} 15' 00''$ East, 375.63 feet; thence South $19^{\circ} 45' 00''$ West, 346.79 feet; thence South $41^{\circ} 45' 00''$ West, 414.60 feet; thence North $48^{\circ} 52' 03''$ West, 206.94 feet; thence South $58^{\circ} 25' 19''$ West, 98.52 feet; thence South $09^{\circ} 05' 55''$ West, 174.36 feet; thence North $27^{\circ} 19' 46''$ West, 67.36 feet to the Point of Beginning.

EXHIBIT "D"

Legal Description of Adjoining Parcel

TRACT 6

A PORTION SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°11'18" EAST, 570.56 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 109.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 68°49'50" EAST, 642.62 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 341.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°38'42" EAST, 340.02 FEET; THENCE NORTH 39°32'27" EAST, 484.41 FEET; THENCE NORTH 39°13'52" WEST, 562.37 FEET; THENCE NORTH 11°32'53" WEST, 230.45 FEET; THENCE NORTH 70°38'21" WEST, 38.91 FEET; THENCE SOUTH 87°25'18" WEST, 71.90 FEET; THENCE SOUTH 68°28'55" WEST, 38.68 FEET; THENCE SOUTH 60°07'27" WEST, 46.63 FEET; THENCE SOUTH 79°55'22" WEST, 45.86 FEET; THENCE SOUTH 49°28'57" WEST, 56.01 FEET; THENCE NORTH 58°14'37" WEST, 36.89 FEET; THENCE NORTH 31°56'46" WEST, 33.19 FEET; THENCE NORTH 69°40'47" WEST, 68.41 FEET; THENCE NORTH 78°21'56" WEST, 31.24 FEET; THENCE NORTH 31°58'31" WEST, 29.12 FEET; THENCE SOUTH 88°21'13" WEST, 63.91 FEET; THENCE SOUTH 89°44'22" WEST, 64.39 FEET; THENCE NORTH 78°22'57" WEST, 66.87 FEET; THENCE NORTH 58°05'02" WEST, 55.44 FEET; THENCE NORTH 03°25'48" EAST, 35.85 FEET; THENCE NORTH 47°01'04" EAST, 51.29 FEET; THENCE NORTH 15°38'15" WEST, 25.16 FEET; THENCE NORTH 53°47'07" WEST, 31.22 FEET; THENCE NORTH 88°09'23" WEST, 73.93 FEET; THENCE NORTH 28°44'48" WEST, 45.74 FEET; THENCE NORTH 61°48'39" WEST, 56.84 FEET; THENCE SOUTH 00°45'20" EAST, 884.74 FEET TO THE POINT OF BEGINNING.

Recording: 154.50
Doc. stamps: .70
Int. tax: -
TOTAL: \$155.20

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire
Florida Bar No.: 350591
CARLTON FIELDS, P.A.
Bank of America Tower
One Progress Plaza, Suite 2300
Post Office Box 2861
St. Petersburg, Florida 33731-2861
(727) 821-7000
(727) 822-3768 (Facsimile)
jgiles@carltonfields.com

**TEMPORARY NON-EXCLUSIVE ACCESS
AND UTILITIES EASEMENT AGREEMENT**

THIS TEMPORARY NON-EXCLUSIVE ACCESS AND UTILITIES EASEMENT AGREEMENT (this "Agreement") is made this 7th day of APRIL, 2006, (the "Effective Date") by and between **BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government created pursuant to Chapter 190 of the Florida Statutes, The Uniform Community Development District Act of 1980, as amended, and established by Ordinance Number 2000-451-E of the Board of County Commissions of Duval County, Florida, the mailing address of which is Government Management Services, LLC, Attention James Perry, 14785-4 St. Augustine Road, Jacksonville, Florida 32258, ("Grantor") and **WINSLOW FARMS, LTD.**, a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, ("Grantee") and is made in reference to the following facts:

(A) Grantor is the owner of the real property in Duval County, Florida, more particularly described in Exhibit "A," which is attached hereto and, by this reference made a part hereof, (the "Easement Parcel").

(B) Grantee is the owner of the real property in Duval County, Florida, more particularly described in Exhibit "B," which is attached hereto and, by this reference made a part hereof, (the "Dominant Parcels").

(C) The Easement Parcel abuts the Dominant Parcels.

(D) Grantor is in the process of constructing a four (4)-lane urban section road with sidewalks and utility stub-outs on the Easement Parcel. Upon completion of such construction, Grantor shall dedicate the same to the City of Jacksonville, Florida, and/or Duval County, Florida.

(E) Grantor desires to declare, establish, grant, convey, and reserve for Grantee, and Grantee's successors and assigns, a temporary easement for ingress, egress, and access to and from the Dominant Parcels and for utilities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

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

2. **Exhibits.** The exhibits attached to this Agreement are, by this reference, made a part of this Agreement.

3. **Definitions and Abbreviation.** The following terms are used in this Agreement as defined in this Section 3:

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

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

(c) The term "Party" and "Parties" shall mean Grantor and Grantee, individually and collectively, respectively.

4. **Grant of Temporary Easements for Ingress, Egress, and Access and Utilities.** Grantor hereby declares, establishes, grants and conveys to and for the benefit of Grantee, and Grantee's officers, employees, agents, invitees, successors, and assigns, a temporary, non-exclusive easement upon, over, and/or across the Easement Parcel, for the purposes of (a) pedestrian and vehicular ingress, egress, and access to, from, and between the already platted portion of Bartram Park Boulevard, known as Bartram Park Unit Two, and the Dominant Parcels and (b) for underground utility lines, including, but not limited to, water, sewer, electric, telecommunication, and cable television lines, (c) for the construction, installation, maintenance, repair, reconstruction, and replacement of such underground utility lines, and (d) for other purposes incidental to any and all of the foregoing, but for no other purposes whatsoever.

5. **Grantee's Covenants.** Grantee hereby covenants and agrees to indemnify Grantor and hold Grantor harmless from and against any and all claims, demands, liabilities, losses, costs, or expenses arising from personal injuries or property damage resulting from such Grantee's use of the Easement Parcel. The foregoing obligation to indemnify Grantor and hold Grantor harmless shall survive any termination of this Agreement.

6. **Dedication.** As additional consideration for the execution of this Agreement, Grantee acknowledges that, upon completion of the four (4)-lane urban section road, it is Grantor's intention to dedicate and/or convey the Easement Parcel to the City of Jacksonville, Florida, and/or Duval County, Florida, or other authorized governmental entities that shall be responsible for owning, operating, and maintaining the four (4)-lane urban section road constructed on the Easement Parcel, and Grantee covenants and agrees to join in any such dedication and/or conveyance, if requested to do so by Grantor or the recipient of any such dedication and/or conveyance, at no expense to Grantee.

7. **Term.** The term of this Agreement shall be from and after the Effective Date of this Agreement until the completion of the construction of the new, four (4)-lane urban section road and the dedication and/or conveyance of the same to the City of Jacksonville, Florida, and/or Duval County, Florida, or other authorized governmental entities that shall be responsible for owning, operating, and maintaining the four (4)-lane urban section road constructed on the Easement Parcel, and Grantee covenants and agrees to join in any such dedication and/or conveyance, if requested to do so by Grantor or the recipient of any such dedication and/or conveyance, at no expense to Grantee.

8. **Use of Easement Parcel.** Use of the Easement Parcel pursuant to this Agreement by Grantee, and its officers, employees, agents, invitees, successors, and assigns, shall be confined to the purposes described in paragraph 4 above.

9. **Use of the Dominant Parcels.** Any increased use of the Easement Parcel due to further development of the Dominant Parcels is specifically contemplated by the Parties and shall not cause any termination or modification of the easement rights hereby granted; provided, however, that in no event shall any such increased use of the Easement Parcel materially adversely affect the use of the surface of the Easement Parcel or the aesthetics thereof.

10. **Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. References herein to "Grantor" and "Grantee" shall refer to Grantor or Grantee and their respective successors and assigns, as the case may be. The interests created hereunder shall not merge and this Agreement shall continue in full force and effect notwithstanding the unity of fee simple title of the Dominant Parcels and the Easement Parcel.

11. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Parcel to the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement and the grant and reservation set forth herein shall be strictly limited to and for the purposes herein expressed.

12. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement become illegal, null, or void for any reason or are held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

13. **Enforcement.** In the event of any violation or threatened violation of the provisions of this Agreement, the aggrieved party shall have the right to seek to enjoin such violation or threatened violation in a court of competent jurisdiction, in addition to any other remedies available at law or in equity, and the prevailing party in any action or proceeding shall recover from the other party any attorneys' fees and costs incurred in such action or proceeding, including, without limitation, attorneys' fees and costs in any trial, appellate, bankruptcy, and post-judgment proceedings.

IN WITNESS WHEREOF, the Parties have executed this Agreement, and shall be deemed to have executed the same, as of the day and year first above written.

WITNESSES:

Matthew D. Brock

(Sign on this line.)

Matthew D. Brock

(Print name legibly on this line.)

John T. Dodson III

(Sign on this line.)

John T. Dodson III

(Print name legibly on this line.)

BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT

By: *Arthur E. Lancaster*

ARTHUR E. LANCASTER,
Chairman, Board of Supervisors

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 7th day of April, 2006, by ARTHUR E. LANCASTER, as CHAIRMAN, BOARD OF SUPERVISORS, of BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created pursuant to Chapter 190 of the Florida Statutes, The Uniform Community Development District Act of 1980, as amended, and established by Ordinance Number 2000-451-E of the Board of County Commissions of Duval County, Florida, on behalf of the local unit of special-purpose government, who is personally known to me or has shown N/A as identification.

Sandra L. Powell

(Sign on this line.)
SANDRA L. Powell

(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: _____
EXPIRATION DATE: _____



WITNESSES:

Matthew D. Brock

(Sign on this line.)

Matthew D. Brock

(Print name legibly on this line.)

Sandra L. Powell

(Sign on this line.)

SANDRA L. Powell

(Print name legibly on this line.)

Countersigned:

BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

By: *James Oliver*
JAMES PERRY, JAMES OLIVER
ASST Secretary, Board of Supervisors

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing ^{OLIVER} instrument was acknowledged before me this 7th day of April, 2006, by ~~JAMES PERRY~~ JAMES PERRY, as SECRETARY, BOARD OF SUPERVISORS, of BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created pursuant to Chapter 190 of the Florida Statutes, The Uniform Community Development District Act of 1980, as amended, and established by Ordinance Number 2000-451-E of the Board of County Commissions of Duval County, Florida, on behalf of the local unit of special-purpose government, who is personally known to me or has shown n/a as identification.

Sandra L. Powell

(Sign on this line.)

SANDRA L. Powell

(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

COMMISSION NO.:

EXPIRATION DATE:



Sandra L. Powell
Commission # DD322211
Expires July 12, 2008
Bonded Troy Pain - Insurance, Inc. 800-365-7019

WITNESSES:

Sandra L. Powell
(Sign on this line.)
SANDRA L. Powell
(Print name legibly on this line.)

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

WINSLOW FARMS, LTD.

By: WINSLOW FARMS, INC.,
its sole General Partner

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

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 7th day of April, 2006, by J. THOMAS DODSON, as President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has shown N/A as identification.

Sandra L. Powell
(Sign on this line.)
SANDRA L. Powell
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)



EXHIBIT "A"Legal Description of the Easement Parcel**BARTRAM PARK BOULEVARD PHASE 3A**

A PORTION OF SECTION 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°19'39" EAST, 786.05 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 111.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°43'56" EAST, 111.06 FEET, TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 855.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°20'39" EAST, 825.82 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°33'04" EAST,

235.05 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1265.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°23'05" EAST, 1231.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°13'06" EAST, 339.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°01'07" EAST, 561.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 151.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°15'26" EAST, 151.16 FEET; THENCE NORTH 84°46'00" WEST, 151.05 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 81.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°09'17" WEST, 81.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 22°01'07" WEST, 561.79 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 455.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°07'06" WEST, 453.91 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°13'06" WEST, 339.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 1160.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°23'05" WEST, 1129.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'04" WEST, 235.05 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS 1065.00 FEET, AN ARC DISTANCE OF 938.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCES OF NORTH 61°17'49" WEST, 908.73 FEET, THENCE NORTH 40°33'31" EAST, 134.17 FEET, TO THE POINT OF BEGINNING.

EXHIBIT "B"Legal Description of Dominant Parcels**TRACT 20, PHASE 3**

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°19'39" EAST, 786.05 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 574.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°55'43" EAST, 565.46 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS 935.00 FEET, AN ARC DISTANCE OF 392.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°32'25" EAST, 389.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°33'04" EAST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 79.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°06'06" EAST, 79.18 FEET; THENCE NORTH 07°55'21" EAST, 66.58 FEET; THENCE SOUTH 82°04'39" EAST, 65.00 FEET; THENCE SOUTH 07°55'21" WEST, 66.14 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1121.36 FEET, SAID ARC BEING SUBTENDED BY A

CHORD BEARING AND DISTANCE OF SOUTH 60°44'43" EAST, 1097.53 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40°13'06" EAST, 339.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 22°01'07" EAST, 237.22 FEET; THENCE NORTH 67°58'49" EAST, 349.90 FEET; THENCE SOUTH 38°03'30" EAST, 206.94 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 49°34'31" EAST, ALONG LAST SAID LINE, 182.89 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 100 PART "C" (AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72280-2428); THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 63.38 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 100 PART "C"; THENCE NORTH 49°34'31" EAST ALONG LAST SAID LINE, 108.22 FEET TO THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 9B, AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72002-2513; THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 31°19'43" WEST, 602.55 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3699.72 FEET, AN ARC DISTANCE OF 587.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°52'36" WEST, 586.74 FEET TO THE POINT OF TANGENCY AND THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95, AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72280-2428; THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 511.58 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 100 "PART D" PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 72280-2428; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG THE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY BOUNDARY OF SAID PARCEL 100 "PART D", RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 49°34'31" WEST, 224.54 FEET; COURSE NO. 2: NORTH 40°25'29" WEST, 435.30 FEET; COURSE NO. 3: NORTH 49°34'31" EAST, 224.54 FEET TO THE AFORESAID SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 157.14 FEET; THENCE SOUTH 73°20'47" WEST, 97.52 FEET; THENCE SOUTH 72°47'12" WEST, 65.43 FEET; THENCE SOUTH 84°05'35" WEST, 69.75 FEET; THENCE SOUTH 85°07'31" WEST, 64.63 FEET; THENCE SOUTH 77°44'39" WEST, 118.74 FEET; THENCE SOUTH 79°08'53" WEST, 101.15 FEET; THENCE SOUTH 76°09'39" WEST, 81.45 FEET; THENCE SOUTH 75°52'28" WEST, 112.93 FEET; THENCE SOUTH 73°40'45" WEST, 97.63 FEET; THENCE SOUTH 48°17'38" WEST, 93.45 FEET; THENCE SOUTH 64°39'32" WEST, 114.37 FEET; THENCE SOUTH 62°07'16" WEST, 125.14 FEET; THENCE SOUTH 63°45'41" WEST, 134.91 FEET; THENCE SOUTH 71°52'10" WEST, 112.08 FEET; THENCE NORTH 79°40'01" WEST, 148.44 FEET; THENCE SOUTH 62°59'42" WEST, 93.33 FEET; THENCE SOUTH 50°35'41" WEST, 7.73 FEET TO THE POINT OF BEGINNING.

BARTRAM PARK BOULEVARD PHASE 3B

A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF BARTRAM PARK UNIT TWO AS RECORDED IN PLAT BOOK 59, PAGES 8 THROUGH 11 INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 40°33'31" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BARTRAM PARK UNIT TWO, A DISTANCE OF 134.17 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 855.33 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°20'38" EAST, 825.82 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 86°33'04" EAST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1265.55 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°23'05" EAST, 1231.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 40°13'06" EAST, 339.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 22°01'07" EAST, 561.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 151.20 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°15'26" EAST, 151.16 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 368.95 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°57'29" EAST, 368.39 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 37°25'14" EAST, 968.82 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 219.56 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°22'28" EAST, 219.46 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 31°19'43" EAST, 78.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.00 FEET, AN ARC DISTANCE OF 1752.98 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°57'03" WEST, 1650.26 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 37°13'49" WEST, 305.71 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1335.00 FEET, AN ARC DISTANCE OF 1446.44 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°11'28" WEST, 1376.72 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 994.41 FEET, AN ARC DISTANCE OF 315.49 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°56'15" EAST, 314.17 FEET TO THE POINT OF TANGENCY OF LAST

SAID CURVE; THENCE SOUTH 43°01'36" EAST, 214.28 FEET TO NORTHWESTERLY RIGHT-OF-WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.77 FEET, AN ARC DISTANCE OF 171.12 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°54'03" WEST, 171.00 FEET; THENCE NORTH 43°01'36" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, 108.24 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1248.57 FEET, AN ARC DISTANCE OF 302.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°04'51" WEST, 301.98 FEET; THENCE NORTH 12°35'57" WEST, 44.78 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1236.57 FEET, AN ARC DISTANCE OF 49.58 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°59'49" WEST TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 24°50'54" WEST, 75.01 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1465.00 FEET, AN ARC DISTANCE OF 1587.29 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°11'28" EAST, 1510.78 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 37°13'49" EAST, 305.71 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1335.00 FEET, AN ARC DISTANCE OF 1597.43 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°57'03" EAST, 1503.82 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 31°19'43" WEST, 78.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 205.74 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°22'28" WEST, 205.64 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 37°25'14" WEST, 968.82 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 473.20 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°51'21" WEST, 472.16 FEET; THENCE SOUTH 84°46'00" EAST, 151.05 FEET TO THE POINT OF BEGINNING.

TRACTS 21, 23 AND 25, PHASE 3

A PORTION OF SECTIONS 30, 31 AND 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING

SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 27°19'39" EAST, 786.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 966.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°56'21" EAST, 924.01 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 86°33'04" EAST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1265.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°23'05" EAST, 1231.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 40°13'06" EAST, 339.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 22°01'07" EAST, 561.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 177.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°38'36" EAST, 177.23 FEET; THENCE SOUTH 62°43'55" WEST, 130.00 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 365.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°20'39" EAST, 365.42 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 37°25'14" EAST, 968.82 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 205.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°22'28" EAST, 205.64 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 31°19'43" EAST, 78.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1335.00 FEET, AN ARC DISTANCE OF 1597.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°57'03" WEST, 1503.82 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 37°13'49" WEST, 305.71 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1465.00 FEET, AN ARC DISTANCE OF 1127.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°10'35" WEST, 1100.15 FEET; THENCE SOUTH 88°28'44" WEST, 23.76 FEET; THENCE SOUTH 77°31'30" WEST, 51.38 FEET; THENCE SOUTH 81°57'19" WEST, 32.50 FEET; THENCE NORTH 66°54'24" WEST, 19.01 FEET; THENCE SOUTH 82°53'55" WEST, 35.78 FEET; THENCE NORTH 86°38'15" WEST, 17.28 FEET; THENCE SOUTH 65°15'05" WEST, 72.61 FEET; THENCE SOUTH 49°46'08" WEST, 79.07 FEET; THENCE SOUTH 26°28'05" WEST, 61.60 FEET; THENCE SOUTH 01°24'11" WEST, 79.20 FEET; THENCE NORTH 88°58'05" WEST, 527.98 FEET; THENCE NORTH 14°02'05" WEST, 124.86 FEET; THENCE NORTH 19°11'06" WEST, 189.15 FEET; THENCE NORTH 41°05'51" EAST, 222.30 FEET; THENCE NORTH 05°23'17" EAST, 158.78 FEET; THENCE NORTH 35°49'15" EAST, 176.88 FEET; THENCE NORTH 16°37'40" EAST, 67.39 FEET; THENCE NORTH 52°12'15" WEST, 122.90 FEET; THENCE NORTH 76°38'20" WEST, 53.60 FEET; THENCE NORTH 04°54'43" EAST, 519.42 FEET; THENCE NORTH 48°22'03" EAST, 162.98 FEET; THENCE NORTH 23°49'54" EAST, 231.09 FEET; THENCE NORTH 40°17'20" WEST, 304.03 FEET; THENCE NORTH 12°45'16" EAST, 231.01 FEET; THENCE NORTH 21°33'31" WEST, 100.36 FEET; THENCE NORTH 74°11'55" WEST, 235.48 FEET; THENCE NORTH 35°04'36" WEST, 216.70 FEET; THENCE NORTH 16°00'38" WEST, 148.34 FEET; THENCE NORTH 24°55'19" WEST, 157.18 FEET; THENCE NORTH 06°17'06" EAST, 281.60 FEET; THENCE NORTH 48°04'53" EAST, 176.04 FEET; THENCE NORTH 27°54'04" WEST, 214.27 FEET; THENCE SOUTH 74°30'57" WEST, 245.80 FEET; THENCE NORTH 52°42'37" WEST, 335.86 FEET; THENCE NORTH 17°10'39" WEST, 511.78 FEET; THENCE NORTH 41°03'23" WEST, 749.47 FEET; THENCE NORTH 18°53'04" WEST, 221.15 FEET; THENCE NORTH 44°55'50" EAST, 168.91 FEET; THENCE NORTH 81°26'02" EAST, 215.49 FEET; THENCE SOUTH 81°51'15" EAST, 75.06 FEET; THENCE SOUTH 87°54'52" EAST, 88.24 FEET; THENCE SOUTH 81°47'27" EAST, 77.27 FEET; THENCE NORTH 82°53'03" EAST, 114.65 FEET; THENCE SOUTH 70°27'50" EAST, 77.48 FEET; THENCE SOUTH 68°49'08" EAST, 88.28 FEET; THENCE SOUTH 58°25'55" EAST, 80.59 FEET; THENCE SOUTH 45°09'12" EAST, 23.44 FEET; THENCE SOUTH 69°12'29" EAST, 103.23 FEET; THENCE SOUTH 74°22'27" EAST, 48.02 FEET; THENCE SOUTH 52°55'32" EAST, 44.94 FEET; THENCE SOUTH 74°25'01" EAST, 75.08 FEET; THENCE SOUTH 62°27'46" EAST, 49.99 FEET; THENCE NORTH 76°49'04" EAST, 43.71 FEET; THENCE SOUTH 53°42'22" EAST, 24.30 FEET; THENCE SOUTH 84°39'45" EAST, 78.46 FEET;

THENCE SOUTH 61°30'45" EAST, 45.16 FEET; THENCE SOUTH 56°27'49" EAST, 36.72 FEET; THENCE SOUTH 65°25'11" EAST, 50.78 FEET; THENCE SOUTH 46°10'52" EAST, 67.60 FEET; THENCE SOUTH 59°36'18" EAST, 62.40 FEET; THENCE SOUTH 40°54'00" EAST, 56.79 FEET; THENCE SOUTH 44°09'18" EAST, 117.42 FEET; THENCE SOUTH 52°19'30" EAST, 70.12 FEET; THENCE SOUTH 52°18'12" EAST, 36.26 FEET; THENCE SOUTH 74°25'22" EAST, 108.51 FEET; THENCE SOUTH 80°09'01" EAST, 78.97 FEET TO THE POINT OF BEGINNING.

TRACTS 22 AND 24, PHASE 3

A PORTION OF SECTIONS 31, AND 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 27°19'39" EAST, 786.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 966.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°56'21" EAST, 924.01 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 86°33'04" EAST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF

SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1265.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°23'05" EAST, 1231.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 40°13'06" EAST, 339.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 22°01'07" EAST, 561.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 322.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°47'54" EAST, 322.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80°09'15" EAST, 22.02 FEET; THENCE SOUTH 83°23'05" EAST, 13.92 FEET THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9977, PAGE 145 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY, NORTHEASTERLY SOUTHERLY AND EASTERLY, ALONG SAID SOUTHWESTERLY LINE, RUN THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 37°25'10" EAST, 643.96 FEET; COURSE NO. 2: NORTH 56°48'22" EAST, 42.61 FEET; COURSE NO. 3: NORTH 37°51'36" EAST, 70.32 FEET; COURSE NO. 4: NORTH 36°26'04" EAST, 101.72 FEET; COURSE NO. 5: NORTH 79°16'56" EAST, 66.03 FEET; COURSE NO. 6: NORTH 65°51'16" EAST, 58.61 FEET; COURSE NO. 7: SOUTH 69°53'49" EAST, 50.50 FEET; COURSE NO. 8: SOUTH 27°26'47" EAST, 98.00 FEET; COURSE NO. 9: SOUTH 35°53'18" EAST, 46.72 FEET; COURSE NO. 10: SOUTH 66°02'18" EAST, 81.98 FEET; COURSE NO. 11: NORTH 79°16'48" EAST, 69.04 FEET; COURSE NO. 12: SOUTH 39°16'26" EAST, 30.23 FEET; COURSE NO. 13: SOUTH 50°25'11" EAST, 75.90 FEET; COURSE NO. 14: SOUTH 88°08'06" EAST, 73.59 FEET; COURSE NO. 15: NORTH 68°14'05" EAST, 77.27 FEET TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B (PER S.R.D. RIGHT-OF-WAY MAP SECTION 72002-2513, DATED 09-08-92); THENCE SOUTHERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 31°19'43" EAST, 615.30 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 2: SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1789.86 FEET, AN ARC DISTANCE OF 585.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°57'45" EAST, 582.57 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF THOSE LANDS DESIGNATED TRACT 19B, PARCEL 101, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9977, PAGE 145, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY, AND EASTERLY, ALONG THE NORTHWESTERLY, WESTERLY, AND SOUTHERLY BOUNDARY LINES OF LAST SAID LANDS, RUN THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 54°54'43" WEST, 82.86 FEET; COURSE NO. 2: SOUTH 31°32'17" WEST, 819.52 FEET; COURSE NO. 3: SOUTH 29°24'08" EAST, 57.61 FEET; COURSE NO. 4: SOUTH 48°59'39" EAST, 69.12 FEET; COURSE NO. 5: SOUTH 54°09'11" EAST, 81.09 FEET; COURSE NO. 6: SOUTH 17°08'16" EAST, 52.86 FEET; COURSE NO. 7: SOUTH 59°59'07" WEST, 68.04 FEET; COURSE NO. 8: SOUTH 21°45'07" WEST, 92.23 FEET; COURSE NO. 9: NORTH 85°45'45" EAST, 56.82 FEET;

COURSE NO. 10: NORTH 52°40'23" EAST, 51.60 FEET; COURSE NO. 11: NORTH 60°44'35" EAST, 81.81 FEET; COURSE NO. 12: SOUTH 61°15'48" EAST, 54.65 FEET; COURSE NO. 13: NORTH 84°06'18" EAST, 83.15 FEET; COURSE NO. 14: SOUTH 85°35'38" EAST, 73.19 FEET; COURSE NO. 15: SOUTH 46°42'26" EAST, 14.17 FEET TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF AFORESAID STATE ROAD NO. 9B; THENCE SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 10°53'12" WEST, 630.88 FEET; COURSE NO. 2: SOUTH 11°39'49" WEST, 927.53 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9901, PAGE 1712, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88°28'54" WEST, ALONG LAST SAID LINE, 397.99 FEET TO THE WEST LINE OF SAID LANDS AND THE WEST LINE OF SAID SECTION 32; THENCE SOUTH 86°29'46" WEST, ALONG DEPARTING LAST SAID LINE, 600.94 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1335.00 FEET, AN ARC DISTANCE OF 1177.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°58'04" EAST, 1139.46 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 37°13'49" EAST, 305.71 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.00 FEET, AN ARC DISTANCE OF 1752.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°57'03" EAST, 1650.26 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 31°19'43" WEST, 78.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 219.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°22'28" WEST, 219.46 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 37°25'14" WEST, 968.82 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 197.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°29'55" WEST, 197.27 FEET TO THE POINT OF BEGINNING.

Recording: _____
Doc. stamps: _____
Int. tax: _____
TOTAL: _____

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire
Florida Bar No.: 0350591
CARLTON FIELDS, P.A.
200 Central Avenue, Suite 2300
Post Office Box 2861
St. Petersburg, Florida 33731-2861
(727) 821-7000
(727) 822-3768 (Facsimile)
jgiles@carltonfields.com

**DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRACT 20, BARTRAM PARK PHASE 3**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of the 3rd day of January, 2006, by WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, ("Declarant"), in reference to the following facts:

RECITALS:

(A) Declarant is the owner of numerous adjoining parcels of real property in Duval County, Florida, ("Phase 3"), part or parts of which Declarant intends to develop and sell to others (individually, a "Successor Developer" and, collectively, the "Successor Developers").

(B) Phase 3 is part of the Bartram Park Development of Regional Impact ("DRI"), the development of which is authorized by the following development orders (collectively, the "DO"):

1. Ordinance No. 2000-451-E adopted by the City of Jacksonville, Florida, on August 4, 2000, as amended, (the "Duval DO");

2. Resolution No. 2000-139 adopted by St. Johns County, Florida, on September 19, 2000, as amended, (the "St. Johns DO").

(C) The development and use of Phase 3 are subject to all of the terms and provisions of the following documents, all as amended from time to time, (collectively, the "Development Documents"):

1. The DO;
2. The corresponding comprehensive plan amendments;
3. Planned Unit Development Ordinance Number 2000-452-E adopted by the City of Jacksonville, Florida, on July 25, 2000, as amended;
4. Planned Unit Development Resolution No. 2001-3 adopted by St. Johns County, Florida, on January 17, 2001, and recorded February 1, 2001, in Official Records Book 1563, at page 32, of the public records of St. Johns County, Florida, as amended;
5. Declaration of Covenants, Conditions, and Restrictions made by Bartram Park, Ltd., Flagler Development Company, and Bartram Lakes, LLC, dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 39, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1230, of the public records of St. Johns County, Florida, as amended; and
6. Declaration of Covenants and Restrictions for Bartram Park dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, as amended.

(D) The Development Documents provide for or allow a limited master drainage system, lakes, internal roadways with medians, streetscaping, pedestrian trails and walks, public parks, adoption of architectural themes and development standards, and the creation of BARTRAM PARK OWNERS' ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32256, (the "Owners' Association") and a design review committee (the "DRC") to manage various aspects of the development and operation of Phase 3.

(E) All improvements to Phase 3 are and shall be subject to the Development Documents, the development standards promulgated pursuant thereto (the "Development Standards"), and the prior review and approval of Declarant, the Owners' Association, and the DRC, as required by the Development Documents.

(F) Declarant desires to declare and establish certain covenants, conditions and restrictions as to the development and use of, by Declarant and its successors and assigns, including the Successor Developer and each and every other person, partnership (whether general or limited), corporation or other legal entity (collectively, the "Owners") owning the fee simple title to the real property in Duval County, Florida described in Exhibit "A," which exhibit

is attached hereto and, by this reference, made a part hereof, (the "Property") which covenants, conditions, and restrictions shall run with title to the Property.

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

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

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

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

3. Definitions and Abbreviations. The following terms are used in this Declaration as defined in this Section 3:

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

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

(c) The term "BellSouth" shall have the meaning assigned to it in Section 13.

(d) The term "BellSouth Agreement" shall have the meaning assigned to it in Section 13.

(e) The term "Beneficiaries" shall have the meaning assigned to it in Section 20.

(f) The term "CDD" shall have the meaning assigned to it in Section 8.

(g) The term "Development Rights" shall have the meaning assigned to it in Section 4.

(h) The term "Flagler" shall have the meaning assigned to it in Section 13.

(i) The term "Full Access Right" shall have the meaning assigned to it in Section 9.

- Section 19. (j) The term "Prior Declaration" shall have the meaning assigned to it in
- (k) The term "Revisions" shall have the meaning assigned to it in Section 5.
- (l) The term "Temporary Access Right" shall have the meaning assigned to it in Section 10.
- (m) The terms "Unit" and "Units" shall have the meanings assigned them in Section 8.

4. Development Rights Associated with the Property. The Development Documents allow the Property to be developed with a maximum of three hundred and thirty-three (333) multi-family housing units during the first phase of the development of the DRI (the "Development Rights"). Successor Developer intends, but shall not be required, to develop the Property with a minimum of three hundred and ten (310) multi-family housing units during the first phase of the development of the DRI and to develop Tract 20A of the Property solely as a drainage pond. The development of the Property is subject to, and shall be consistent with, the assignment of the Development Rights to Successor Developer, the Development Documents, and the Development Standards. On the earlier of either (a) the completion of the development of the Property, or (b) August 4, 2009, Successor Developer shall reassign to Declarant any of the Development Rights which Successor Developer does not intend to use. A document or instrument effecting each such assignment or reassignment shall be recorded in the public records of Duval County, Florida. The Property shall not be developed any more intensively than is permitted by the assignment of the Development Rights or for any use other than as a multi-family housing development. Neither the Successor Developer nor the Owners of the Property or any part or parts thereof, nor their respective tenants and subtenants, nor their respective successors and assigns, shall seek any Revisions (as defined below) of or to the Development Documents or the Development Rights.

5. Architectural Review and Approval of Improvements to the Property. The development of, and construction on, the Property shall be undertaken only in strict compliance with the assignment of the Development Rights, the Development Documents, and the Development Standards, and plans, specifications, and other documents or instruments for such development or construction submitted to and reviewed and approved by Declarant, the Owners' Association, and/or the DRC, as required by this Declaration, the Development Documents, or the Development Standards, so as to achieve harmony of external design and visual and acoustical privacy. No such development or construction, and no addition, change, or other alteration thereto, shall be undertaken, commenced, erected, placed, or maintained upon the Property unless and until the plans, specifications (including colors and roofing materials), and locations of or for the same (including any modification or other revisions to any such plans, specifications, or locations), have been submitted to and approved in writing by Declarant, the Owners' Association, and/or the DRC, as required by this Declaration, the Development Documents, or the Development Standards. To streamline the process of obtaining such approvals, Declarant shall (a) accept, on its own behalf and on behalf of the Owners' Association

and the DRC, all plans, specifications, or other documents or instruments that the Successor Developer is or may be required to submit to either Declarant, or the Owners' Association, or the DRC; (b) to the extent the same are required to be submitted to the Owners' Association or the DRC, transmit the same to the Owners' Association and/or the DRC, as appropriate, in a timely manner; (c) act as an intermediary between the Successor Developer and the Owners' Association and the DRC with respect to all communications between the Successor Developer and the Owners' Association and/or the DRC; and (d) communicate to the Successor Developer the collective approval or disapproval of Declarant, the Owners' Association, and the DRC of the said Successor Developer's plans, specifications, or other documents or instruments. Until the completion of the development of the Property, Declarant shall not assign its prior review and approval rights under this Declaration to any person, including any corporation, partnership, or other legal entity, including the Owners' Association and the DRC, that is not controlled by, or under common control with, Declarant, except as may be required by the Development Documents or with the prior written consent of the Successor Developer. Notwithstanding any provision or implication of this Declaration or in any document or instrument executed and/or delivered in connection with this Declaration to the contrary, as between Declarant and the Successor Developer and the Owners of the Property, Declarant shall have the right, in its sole, absolute, and unfettered discretion, to seek, obtain, and/or make or enter into amendments, supplements, or other modifications or revisions (individually or collectively, "Revisions") of or to the Development Documents and neither the Successor Developer nor the Owners of the Property shall object thereto; provided, however, that Declarant shall not seek, obtain, or make or enter into Revisions of or to the Development Documents that would reduce the density or intensity of the Development Rights, result in any increase in the development exactions imposed on the Property, or otherwise materially adversely impact the Successor Developer's ability to develop, own, or operate the Property or materially delay the Successor Developer in the development of the Property to the extent of the Development Rights, or result in any increase in the Successor Developer's or the Owners' share of any regular or special assessments levied pursuant to the Development Documents, without the prior written consent of the Successor Developer; provided, further, that any Revisions that do reduce the density or intensity of the Development Rights, result in any increase in the development exactions imposed on the Property, or otherwise materially adversely impact the Successor Developer's ability to develop or operate, or materially delay Successor Developer in the development of the Property to the extent of the Development Rights, or result in any increase in Successor Developer's share of any regular or special assessments levied pursuant to the Development Documents, shall not be made without the prior written consent of Successor Developer, which consent may be withheld at Successor Developer's sole discretion. Declarant shall or shall cause the Owners' Association and/or the DRC, as required by this Declaration, or the Development Documents, or the Development Standards, to approve or disapprove properly submitted plans and specifications for the development of or construction on the Property, in writing, within thirty (30) days of each submission. Any disapproval shall be accompanied by comments which, if agreed to by the Successor Developer and if incorporated into such plans, specifications, or other documents or instruments, would result in the approval of the same. If Successor Developer submits to Declarant, the Owners' Association, and/or the DRC conceptual plans and specifications required by this section that are then reviewed and approved by Declarant, the Owners' Association, and/or the DRC, as appropriate, Declarant shall commit and, for so long as Declarant controls the Owners' Association and/or the DRC, shall obtain and, thereafter, shall

make a reasonable, good-faith effort to obtain from the Owners' Association and/or the DRC, as appropriate, a commitment or commitments that, if Successor Developer subsequently submits to Declarant, the Owners' Association, and/or the DRC, as appropriate, detailed plans and specifications required by this section consistent with the conceptual plans and specifications previously submitted to and reviewed and approved by Declarant, the Owners' Association, and/or the DRC, as appropriate, the detailed plans and specifications likewise shall be approved by Declarant, the Owners' Association, and/or the DRC, as appropriate. Any subsequent construction, installation, replacement, reconstruction, alterations, or additions on the Property in accordance with previously-approved conceptual plans, site plans, building plans, or landscaping plans using previously-approved materials shall be deemed approved. Neither Declarant, nor the Owners' Association, nor the DRC will be liable to the Successor Developer or the Owners of the Property or any other party for any inadequacy or deficiency in plans or specifications resulting in defects in any improvements, and will not be obligated to ensure either that the proposed plans or specifications comply with any applicable building codes or that any improvements are completed in accordance with the plans or specifications.

6. Signage. No pylon or similar signs shall be constructed, erected, or otherwise maintained on the Property. All project identification signage on the Property shall be monument signs. All signage on the Property shall be constructed, erected, and maintained only in strict compliance with this Declaration, the Development Documents, and the Development Standards.

7. Maintenance of Landscaping on the Property. All landscaping on the Property shall be maintained "to the back of the curb" or to the edge of any abutting pavement, as the case may be. Landscaping on the Property shall include, but shall not be limited to, shade trees along the entire length of the boundary of the Property abutting Bartram Park Boulevard or any extension thereof. Prior to installing any such shade trees, the identity of the tree farm that is the source of such shade trees and photographs of such shade trees shall be provided to and approved by the DRC in accordance with Section 5 hereof. Such shade trees shall be maintained at a frequency of one (1) tree for every fifty feet (50') of road frontage. Such shade trees shall be a minimum of six inch (6") caliper, 16-18' height, container grown and not balled and burlapped, live oak-Florida Grade No. 1. Any existing six inch (6") caliper and above trees will be credited against this requirement. All landscaped areas shall be regularly maintained, with such replacements of shrubs and other landscaping being made as reasonably required, and all landscaped areas at all times be adequately weeded, fertilized, and watered and otherwise maintained as required by, and in strict compliance with, this Declaration, the Development Documents, and the Development Standards.

8. Property Assessments. Successor Developer shall pay to the Owners' Association any and all regular and special assessments established and levied pursuant to the terms of the Development Documents. Successor Developer acknowledges and agrees that the Property is subject to a community development district established by Declarant and/or others in accordance with Chapter 190 of the Florida Statutes (the "CDD"), and assessments related thereto, with respect to Phase 3 and subsequent phases of Bartram Park (in which the Property is located) to finance and facilitate the construction and installation of amenities and infrastructure serving Bartram Park or parts thereof. Successor Developer shall (i) join in, consent to, and

otherwise execute any and all documents required to be executed by owners of property within Bartram Park, to assist in the formation, expansion, and operation of the CDD for the benefit of Bartram Park; provided, however, that Successor Developer shall have no liability associated with the formation, expansion, or operation of the CDD other than as to assessments properly imposed pursuant to either Section 190.021 or Section 190.022 of the Florida Statutes upon lots or units developed or to be developed on the Property (individually, a "Unit" and, collectively, the "Units"), and (ii) include in Successor Developer's leases and/or sales contracts for the Units all disclosures required by law or otherwise reasonably required by Declarant with respect to the CDD. During the first six (6) years after the establishment of the CDD, the assessments for capital improvements shall not exceed Fifty-Eight and No/100ths Dollars (\$58.00) a month for each Unit while Declarant or any entity controlled by or under common control with Declarant controls the governing board of the CDD. Assessments as to the Property shall be based on a minimum of three hundred and thirty-three (333) Units or the actual number of Units constructed or to be constructed thereon, whichever is greater. Successor Developer shall pay the "Series 2005 Bonds Par Debt Assessment / Unit" for "Parcel 20" (\$9,896.01) for each of the available "Development Units" (333), all as shown on Exhibit "B," which is attached hereto and, by this reference, made a part hereof, less the total number of Units then approved for development on the Property, as shown on Successor Developer's approved site plan for the Property. If the total number of Units approved for development on the Property is reduced, or if the actual number of Units constructed on the Property is less than the total number of Units approved for development on the Property on the date hereof, then Successor Developer shall pay the said "Series 2005 Bonds Par Debt Assessment / Unit" for "Parcel 20" for each of the "Development Units" comprising the difference. Each payment shall be made as soon as it can be calculated.

9. Grant of Permanent Right of Full Access. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of the Successor Developer and the Owners of the Property or any part or parts thereof, their respective tenants and sub-tenants, and their respective successors and assigns, a non-exclusive permanent right of full access to and from the Property from and to Bartram Park Boulevard (and by way of Bartram Park Boulevard, from and to St. Augustine Road) (the "Full Access Right"). The Successor Developer and/or the Owners of the Property, at their expense, shall be responsible for (a) constructing the driveways required to take advantage of the Full Access Right and (b) constructing any curb cuts, acceleration and deceleration lanes, signalization, and the like associated with the Full Access Right within the right-of-way for Bartram Park Boulevard that may be requested by Successor Developer and approved by Declarant, as well as the costs of maintaining, repairing, and, as necessary, replacing or reconstructing any such improvements constructed by the Successor Developer and/or the Owners of the Property, except to the extent that, and until, any such improvements are dedicated to, and the responsibility for maintenance thereof is accepted by, a local governmental authority. Declarant, the Owners' Association, and the DRC shall have the right to approve or disapprove the construction of all such driveways, curb cuts, acceleration and deceleration lanes, signalization, and the like, including the location thereof, so as to ensure compatibility with Declarant's plans and specifications for Bartram Park Boulevard and the character of Bartram Park, which approval shall not be unreasonably withheld or delayed. The Successor Developer and the Owners of the Property or any part or parts thereof each shall indemnify, defend, and hold Declarant harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court

costs) for any and all injuries to persons and for any and all damage to property occurring as a result of the Successor Developer or such Owners' failure to safely and properly construct, maintain, repair, and, as necessary, replace or reconstruct the driveways, curb cuts, acceleration and deceleration lanes, signalization, and the like constructed by them or on their behalf, whether within the right-of-way of Bartram Park Boulevard, or elsewhere on the Property.

10. Grant of Temporary Easement for Construction Access. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of Successor Developer a non-exclusive temporary right of right-in, right-out access to and from the Property from and to Bartram Park Boulevard (and, by way of Bartram Park Boulevard, from and to St. Augustine Road) (the "Temporary Access Right") at a location approved by the City of Jacksonville, Florida, and Declarant, which approval by Declarant shall not be unreasonably withheld or delayed, to facilitate the development of and construction on the Property. The Temporary Access Right shall terminate upon the completion of the development of and construction on the Property. Successor Developer, at its expense, shall be responsible for constructing the temporary driveways and other improvements required to take advantage of the Temporary Access Right that may be requested by Successor Developer and approved by Declarant. Declarant, the Owners' Association, and the DRC shall have the right to approve or disapprove the construction of all such temporary driveways and other such improvements so as to ensure compatibility with Declarant's plans and specifications for Bartram Park Boulevard and the character of Bartram Park, which approval shall not be unreasonably withheld or delayed. On the completion of the development of the Property or during any hiatus in construction of two (2) months or more, Successor Developer, at its expense, shall restore the landscaping within the right-of-way for Bartram Park Boulevard or elsewhere on the Property to its previous condition, its condition at the time of the construction of such temporary driveways and other such improvements. Successor Developer shall indemnify, defend, and hold Declarant harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of Successor Developer's failure to safely and properly use, maintain, repair, and, as necessary, replace or reconstruct such temporary driveways and other such improvements constructed by it or on its behalf, whether within the right-of-way of Bartram Park Boulevard or elsewhere on the Property.

11. Connection, "Tap," and Other Charges. Notwithstanding any provision or implication of this Declaration to the contrary, the Successor Developer and/or the Owners of the Property shall be responsible for the installation of meters and for all connection, "tap," and other such charges, as well as all water meter or other such periodic or service charges of the provider of potable and reclaimed water, sewer, cable television, telephone, electric, and other utility services, and all impact and other such fees relative thereto, for the provision of such utility services to the Property.

12. Reclaimed Water. Reclaimed water shall be used for irrigation on the Property, provided that the available reclaimed water shall at all times be suitable for landscape irrigation purposes. The Successor Developer shall, at its expense, make arrangements directly with the supplier of reclaimed water for the installation of a meter for the Property. The Successor

Developer also shall maintain and repair all portions of the reclaimed water line that are located within and serve only the Property.

13. Reservation of Telecommunication Easement. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of BellSouth Telecommunications, Inc., ("BellSouth"), Declarant, and the owners of Phase 3 or any part or parts thereof, their respective tenants and sub-tenants, and their respective successors and assigns, a non-exclusive easement upon, over, and/or across the roads constructed in the Property, as required by that certain letter agreement by and among Declarant, Flagler Development Company ("Flagler"), and BellSouth dated April 17, 2001, as amended, (the "BellSouth Agreement") wherein Declarant and Flagler agreed to grant to BellSouth non-exclusive easements for telecommunication facilities within the rights-of-way in Phase 3.

14. Platting. Successor Developer and Successor Developer's lender, if any, shall join in Declarant's application to the City of Jacksonville, Florida, for the approval of a plat of the Property and/or the extension of Bartram Park Boulevard and, ultimately, in the execution of such plat.

15. Grant of Additional Easements. Successor Developer and the Owners of the Property shall grant to Declarant such other drainage and utility easements across the Property as Declarant may reasonably request for the benefit of the Phase 3 property; provided, however, that such easements shall not encroach on any existing or planned buildings or other significant structures, otherwise unduly burden Successor Developer's development of or construction on the Property to the extent of the Development Rights, create any financial obligations on the owners of the Property or materially adversely effect the marketability of the Property. Declarant shall be entitled to retain any revenues from any utility easements. Declarant may reserve for itself and its successors and/or assigns easements over and across the rights-of-way and other common areas as to Phase 3 not including the Property, except as set forth above, for all purposes, including, but not limited to, the development and sale of parcels and other improvements within Phase 3. Declarant and its successors and/or assigns shall have the exclusive right to select the service provider(s) for cable television, telephone, data transmission, and other telecommunication services for Phase 3. Declarant may reserve for itself and its successors and/or assigns easements for the purposes of installing, maintaining, repairing, replacing, and/or reconstructing all lines and facilities relating, directly or indirectly, to such services for Phase 3.

16. Stormwater Drainage. All of the stormwater drainage requirements of the Property shall be accommodated on the Property. All of the stormwater on the Property shall be treated on the Property prior to being discharged from the Property. After treatment, all of the stormwater on the Property shall be discharged from the Property using easements granted or reserved by Declarant for the benefit of Successor Developer for that purpose.

17. School Impact Fees. Upon the issuance of building permits, the Successor Developer or its successors and/or assigns shall pay a one-time school impact fee of Two Hundred and No/100ths Dollars (\$200.00) for each housing unit constructed on the Property. In

accordance with the DO, the school impact fee shall be paid to the Bartram Park Education Contribution Fund.

18. Intentionally Deleted.

19. Release of Certain Existing Easements. Declarant, as the successor to the Developer under that certain Declaration of Covenants and Restrictions for Bartram Park dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, as amended, (the "Prior Declaration") hereby releases to the Successor Developer, its exclusive easements, as described in Section 8.13 of the Declaration, as to the Property.

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

21. Duration. Except as otherwise provided herein, each easement, covenant, condition, restriction, and undertaking contained in this Declaration shall exist in perpetuity, unless Declarant (for so long as it owns any part or parts of Phase 3) and the Owners of all (or all of the remainder of) of Phase 3, and their first mortgagees, agree, in writing, to the contrary.

22. Privity of Contract and/or Estate. This Declaration will create privity of contract and/or estate with and among Declarant, the Owners' Association, and all grantees of all or any part of the Property, their respective heirs, personal representatives, successors, and assigns. In the event of the breach of any of the terms, agreements, easements, covenants, conditions, or restrictions contained herein, any one or more of Declarant, the Owners' Association, the Beneficiaries, as the fee simple owners, or their mortgagees, of any portion of the Property will be entitled to full and adequate relief by all available legal and equitable remedies from any consequence of such breach, and all costs and expenses of any suit or proceeding for enforcement, including reasonable attorneys' fees, will be assessed against the defaulting owner; provided, however, that no tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent of any such owner shall have any such legal or equitable remedies except in an action brought in the name of, and with the consent of, the owner through which such tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent derives its rights and no such tenant, subtenant, licensee, concessionaire, business invitee,

customer, employee, or agent shall have (1) the right to compel any owner to assert such legal or equitable remedies or (2) any rights or claims against such owner for its failure or refusal to assert such legal or equitable remedies, except pursuant to an express provision of this Declaration or other written agreement to the contrary.

23. Injunctive Relief. In the event of any violation or threatened violation by any owner, tenant, sub-tenant, or other occupant of any portion of the Property of any of the terms, agreements, easements, covenants, conditions, and restrictions contained herein, in addition to the other remedies herein provided or by law, Declarant, the Owners' Association, or the Beneficiaries and any or all of the owners of the property included within the Property and their successors and assigns, as long as they or one of their successors or assigns is a tenant of an owner of the Property shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction and shall be entitled to recover the costs and a reasonable attorney's fee for bringing such action; provided, however, that no tenant, subtenant, guest, licensee, concessionaire, business invitee, customer, employee, or agent of any such owner shall have the right to enjoin such violation or threatened violation except in an action brought in the name of, and with the consent of, the owner through which such tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent derives its rights and no such tenant, subtenant, guest, licensee, concessionaire, business invitee, customer, employee, or agent shall have (1) the right to compel any owner to enjoin such violation or threatened violation or (2) any rights or claims against such owner for its failure or refusal to enjoin such violation or threatened violation, except pursuant to an express provision of this Declaration or other written agreement to the contrary.

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

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

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

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

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

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

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

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

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

Declarant: Mr. J. Thomas Dodson
WINSLOW FARMS, LTD.
13361 Atlantic Boulevard
Jacksonville, Florida 32225

with a copy to:

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

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

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

WITNESSES:

WINSLOW FARMS, LTD.

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

By: WINSLOW FARMS, INC.,
its sole General Partner

Sandra L. Powell
(Sign on this line.)
SANDRA L Powell
(Print name legibly on this line.)

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

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was sworn to and acknowledged before me this 30th day of March, 2006, by J. THOMAS DODSON, as President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and limited partnership, who is personally known to me or who has produced N/A as identification.

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)
Dianne V Stanfield
My Commission DD289576
Expires February 10, 2008

List of Exhibits

- Exhibit "A" - Legal Description of Property
- Exhibit "B" - Series 2005 Bonds Par Debt Assessment/Unit

EXHIBIT "A"Legal Description of Property**TRACT 20 OVERALL, PHASE 3**

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°19'39" EAST, 786.05 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 574.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°55'43" EAST, 565.46 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS 935.00 FEET, AN ARC DISTANCE OF 392.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°32'25" EAST, 389.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°33'04" EAST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE

OF 79.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°06'06" EAST, 79.18 FEET; THENCE NORTH 07°55'21" EAST, 66.58 FEET; THENCE SOUTH 82°04'39" EAST, 65.00 FEET; THENCE SOUTH 07°55'21" WEST, 66.14 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1121.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°44'43" EAST, 1097.53 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40°13'06" EAST, 339.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 22°01'07" EAST, 237.22 FEET; THENCE NORTH 67°58'49" EAST, 349.90 FEET; THENCE SOUTH 38°03'30" EAST, 206.94 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 49°34'31" EAST, ALONG LAST SAID LINE, 182.89 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 100 PART "C" (AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72280-2428); THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 63.38 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 100 PART "C"; THENCE NORTH 49°34'31" EAST ALONG LAST SAID LINE, 108.22 FEET TO THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 9B, AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72002-2513; THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 31°19'43" WEST, 602.55 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3699.72 FEET, AN ARC DISTANCE OF 587.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°52'36" WEST, 586.74 FEET TO THE POINT OF TANGENCY AND THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95, AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72280-2428; THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 511.58 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 100 "PART D" PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 72280-2428; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG THE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY BOUNDARY OF SAID PARCEL 100 "PART D", RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 49°34'31" WEST, 224.54 FEET; COURSE NO. 2: NORTH 40°25'29" WEST, 435.30 FEET; COURSE NO. 3: NORTH 49°34'31" EAST, 224.54 FEET TO THE AFORESAID SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 157.14 FEET; THENCE SOUTH 73°20'47" WEST, 97.52 FEET; THENCE SOUTH 72°47'12" WEST, 65.43 FEET; THENCE SOUTH 84°05'35" WEST, 69.75 FEET; THENCE SOUTH 85°07'31" WEST, 64.63 FEET; THENCE SOUTH 77°44'39" WEST, 118.74 FEET; THENCE SOUTH 79°08'53" WEST, 101.15 FEET; THENCE SOUTH 76°09'39" WEST, 81.45 FEET; THENCE SOUTH 75°52'28" WEST, 112.93 FEET; THENCE SOUTH 73°40'45" WEST, 97.63 FEET; THENCE SOUTH 48°17'38" WEST, 93.45 FEET; THENCE SOUTH 64°39'32" WEST, 114.37 FEET; THENCE SOUTH 62°07'16" WEST, 125.14 FEET; THENCE SOUTH 63°45'41" WEST, 134.91 FEET; THENCE SOUTH 71°52'10" WEST, 112.08 FEET; THENCE NORTH 79°40'01" WEST, 148.44 FEET; THENCE SOUTH 62°59'42" WEST, 93.33 FEET; THENCE SOUTH 50°35'41" WEST, 7.73 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Series 2005 Bonds Par Debt Assessment/Unit

TABLE 4
BARTRAM PARK CDD
PAR DEBT ALLOCATION TO PARCELS AND TRACTS
SERIES 2005 BONDS
SUPPLEMENTAL ASSESSMENT REPORT

<u>Phase 1 Parcels and Tracts</u>	<u>Product Type</u>	<u>Development Units (1)</u>	<u>Development Units (1) (SF)</u>	<u>Series 2005 Bonds Par Debt Assessment/Unit</u>	<u>Series 2005 Bonds Debt Allocation per Parcel/Tract</u>
	Multifamily (Units)	498		\$ 9,896.01	\$ 4,928,214
Tract 1 & 4	Office (SF)		126,540	\$ 8.25	\$ 1,043,534
Tract 3	Multifamily (Units)	282		\$ 9,896.01	\$ 2,790,675
Tract 5	Multifamily (Units)	323		\$ 4,265.52	\$ 1,377,764
Tract 6	Multifamily (Units)	344		\$ 9,896.01	\$ 3,404,228
Tract 8	Multifamily (Units)	212		\$ 9,896.01	\$ 2,097,954
Tract 9	Multifamily (Units)	320		\$ 9,896.01	\$ 3,166,724
Parcel 9 & 10	Multifamily (Units)	168		\$ 9,896.01	\$ 1,662,530
Parcel 11	Multifamily (Units)	500		\$ 9,896.01	\$ 4,948,006
Parcel 19	Multifamily (Units)	333		\$ 9,896.01	\$ 3,295,372
Parcel 20	Multifamily (Units)				
		2,980	126,540		\$ 28,715,000

(1) Unit mix is subject to change based on marketing and other factors.

Recording: \$ 180.00
Doc. stamps: -
Int. tax: -
TOTAL: \$ 180.00

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire
Florida Bar No.: 0350591
CARLTON FIELDS, P.A.
Bank of America Tower
200 Central Avenue, Suite 2300
Post Office Box 2861
St. Petersburg, Florida 33731-2861
(727) 821-7000
(727) 822-3768 (Facsimile)
jgiles@carltonfields.com

**THIRD SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR BARTRAM PARK PHASE 3**

THIS THIRD SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR BARTRAM PARK PHASE 3 (this "Supplement") made as of the 3rd day of January, 2006, by BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Bartram Ltd."); BARTRAM INVESTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Bartram Investments"); WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225 ("Winslow"); and BARTRAM PARK OWNERS' ASSOCIATION, INC., a corporation not-for-profit organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, (the "Association"), is made with reference to the following facts:

(A) Bartram Ltd., with the consent and joinder of FLAGLER DEVELOPMENT COMPANY, which was formerly known as GRAN CENTRAL CORPORATION, a corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, ("Flagler"), made that certain Declaration of Covenants and Restrictions for Bartram Park dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, as amended by that certain First Supplement to Declaration of Covenants and Restrictions for Bartram Park by and among Bartram Ltd., Bartram Investments, Flagler, and the Association dated October 31, 2001, and recorded November 15, 2001, in Official Records Book 10227, at page 901, of the public records of Duval County, Florida, as supplemented by that certain Supplementary

Declaration of Covenants and Restrictions for Bartram Park Phase 3 by and among Bartram Park, Bartram Investments, Winslow, and the Association dated December 29, 2004, and recorded February 16, 2005, in Official Records Book 12295, at page 1783, of the public records of Duval County, Florida, and as supplemented by that certain Second Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 2 by and among Bartram Park, Bartram Investments, Winslow, and the Association dated January 5, 2005, and recorded February 16, 2005, in Official Records Book 12295, at page 1824, of the public records of Duval County, Florida (collectively, the "Declaration") with respect to the real property in Duval County, Florida, described therein (the "Property");

(B) Bartram Ltd. subsequently conveyed certain portions of the Property to Bartram Investments;

(C) Bartram Ltd. subsequently partially assigned to Flagler the rights of the "Developer" (as defined in the Declaration) (the "Developer") under the Partial Assignment of Developer's Rights under Declaration of Covenants and Restrictions for Bartram Park by and between Bartram Ltd., and Flagler dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 192, of the public records of Duval County, Florida;

(D) Bartram Ltd. subsequently assigned the remainder of the rights of the Developer to Bartram Investments under the Assignment and Assumption of Developer's Rights under the Declaration of Covenants and Restrictions for Bartram Park by and between Bartram Ltd. and Bartram Investments dated October 31, 2001, and recorded November 15, 2001, in Official Records Book 10227, at page 882, of the public records of Duval County, Florida;

(E) Article III, Section 3.2 of the Declaration provides that Declarant shall have the right, but not the obligation, to subject "additional land" to this Declaration from time to time on the terms and conditions set forth therein;

(F) Article III, Section 3.2, of the Declaration contemplates that any such annexation of additional land may be accomplished by recording a supplement to the Declaration, executed by the Declarant and the owner of the additional land (Winslow), among the public records of Duval County, Florida; and

(G) Winslow owns and desires to annex the additional land described in Exhibit "A," which is attached hereto and, by this reference, made a part hereof (the "Third Annexed Property") to the provisions of the Declaration on the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and agreements hereinafter set forth, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. The foregoing recitals of fact are true and correct and, by this reference, are hereby fully incorporated herein.

2. Except as otherwise specifically defined herein, all terms used in this Supplement are used as defined in the Declaration and shall have the same meaning as in the Declaration.

3. Except as expressly provided herein, the Third Annexed Property is hereby made subject to the provisions of the Declaration. The defined term "Property," as contained in the Declaration, is hereby amended to include the Third Annexed Property for all purposes of the Declaration and this Supplement.

4. Winslow may retain title to any Common Property within the Third Annexed Property until such time as it has completed all improvements thereto. Upon such completion, Winslow may convey any Common Property within the Third Annexed Property to the Association.

5. As to the Third Annexed Property, Section 4.4 of the Declaration is hereby amended in its entirety to read as follows:

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. All landscaped areas within the Common Area shall be maintained at regular intervals in accordance with good property management practices and in a manner consistent with a first-class office, industrial and service park; provided, however, that the Owner of each Building Site abutting the Common Area or its respective Subassociation shall maintain such landscaping to the outer edge of the sidewalks on those portions of the Common Area abutting such Building Sites, as the case may be. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and Duval County, Florida, and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules,

and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.”

6. As to the Third Annexed Property, the following new Section 5.7 is hereby added to the Declaration:

“**Section 5.7 Signs.** “For Rent” signs, “For Sale” signs and the like shall be standardized by the DRC. Any such signs erected on the Building Sites shall be erected only in accordance with the standards promulgated by the DRC and only upon the Building Sites and not in or on the Common Areas.”

7. As to the Third Annexed Property and subject to the further approval of Bartram Investments, Section 6.3 of the Declaration is hereby amended in its entirety to read as follows:

“**Section 6.3 Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each annual budget through December 31, 2005, shall be promulgated by the Developer. Thereafter, each annual budget shall be promulgated by the Board of Directors. Each Owner’s pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

“(a) Owners of Building Sites shall pay a pro rata share of annual and special assessments based upon the respective acreages of the Building Sites. From and after December 31, 2005, annual assessments shall be subject to the following limitations:

(i) Annual assessments may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount, such annual increases to be cumulative and self-operative; and

(ii) Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount may be increased above the ten percent (10%) limitation set forth in subsection 6.3(a)(i).

The total amount of each annual and special assessment shall be prorated based on the total acreage of each Building Site as of the date of authorization of such annual or special assessment by the Board of Directors.

“(b) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

“(c) Assessments payable by Owners who are members of a Subassociation shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners who are not members of a Subassociation shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association’s right to directly enforce each Owner’s individual obligation to pay assessments to the Association pursuant to this Declaration.”

8. As to the Third Annexed Property, Section 11.8 of the Declaration is hereby amended in its entirety to read as follows:

Section 11.8 Assignment of Permit Responsibilities and Indemnification. In connection with the development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE Permit. Certain of those obligations have been or may be transferred to the Owners of the Building Sites pursuant to separate written agreements. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer’s remaining obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Further, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage,

or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.”

9. Except as specifically amended by this Supplement, all of the remaining terms and provisions of the Declaration shall remain in full force and effect, are hereby ratified and confirmed, and, by this reference, are hereby fully incorporated into this Supplement as though set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

WITNESSES:

BARTRAM PARK, LTD.

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

By: BARTRAM TRADING COMPANY,
its sole General Partner

Sandra L. Powell
(Sign on this line.)
SANDRA L. Powell
(Print name legibly on this line.)

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

(CORPORATE SEAL)

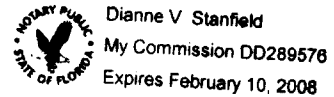
STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 30th day of March, 2006, by J. THOMAS DODSON, as President of BARTRAM TRADING COMPANY, a corporation organized and existing under the laws of the State of Florida, as the sole General Partner of BARTRAM PARK, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited partnership, who is personally known to me or has produced N/A as identification.

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)



WITNESSES:

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

STANORA L. Powell
(Sign on this line.)
STANORA L. Powell
(Print name legibly on this line.)

BARTRAM INVESTMENTS, LLC

By: BARTRAM INVESTMENTS, INC.,
its Manager

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

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 30th day of March, 2006, by J. THOMAS DODSON, as President of BARTRAM INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Florida, as the Manager of BARTRAM INVESTMENTS, LLC, a limited liability corporation organized and existing under the laws of the State of Florida, on behalf of the corporation and the limited liability company, who is personally known to me or has produced N/A as identification.

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)
Dianne V. Stanfield
My Commission DD289576
Expires February 10, 2008

WITNESSES:

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

Sandra L. Powell
(Sign on this line.)
SANDRA L. Powell
(Print name legibly on this line.)

WINSLOW FARMS, LTD.

By: WINSLOW FARMS, INC.,
its sole General Partner

By: [Signature]
J. THOMAS DODSON,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 30th day of March, 2006,
by J. THOMAS DODSON, as President of WINSLOW FARMS, INC., a corporation organized and
existing under the laws of the State of Florida, as the sole General Partner of WINSLOW FARMS, LTD.,
a limited partnership organized and existing under the laws of the State of Florida, on behalf of the
corporation and the limited partnership, who is personally known to me or has produced
N/A as identification.

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)
Dianne V. Stanfield
My Commission DD289576
Expires February 10, 2008

WITNESSES:

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

SAWORA L. POWELL
(Sign on this line.)
SAWORA L. POWELL
(Print name legibly on this line.)

BARTRAM PARK OWNERS'
ASSOCIATION, INC.

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

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 30th day of March, 2006, by J. THOMAS DODSON, as President of BARTRAM PARK OWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, on behalf of the corporation not for profit, who is personally known to me or has produced N/A as identification.

Dianne V. Stanfield
(Sign on this line.)
Dianne V. Stanfield
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: _____
EXPIRATION DATE: _____

(SEAL)

Dianne V Stanfield
My Commission DD289576
Expires February 10, 2008

EXHIBIT "A"Legal Description of Additional Property**TRACT 20 OVERALL, PHASE 3**

A PORTION OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°19'39" EAST, 786.05 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 574.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°55'43" EAST, 565.46 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS 935.00 FEET, AN ARC DISTANCE OF 392.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°32'25" EAST, 389.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°33'04" EAST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 79.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°06'06" EAST, 79.18 FEET; THENCE NORTH 07°55'21" EAST, 66.58 FEET; THENCE SOUTH 82°04'39" EAST, 65.00 FEET; THENCE SOUTH 07°55'21" WEST, 66.14 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1121.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°44'43" EAST, 1097.53 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40°13'06" EAST, 339.27 FEET TO THE POINT OF CURVATURE

OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 22°01'07" EAST, 237.22 FEET; THENCE NORTH 67°58'49" EAST, 349.90 FEET; THENCE SOUTH 38°03'30" EAST, 206.94 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 49°34'31" EAST, ALONG LAST SAID LINE, 182.89 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 100 PART "C" (AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72280-2428); THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 63.38 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 100 PART "C"; THENCE NORTH 49°34'31" EAST ALONG LAST SAID LINE, 108.22 FEET TO THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 9B, AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72002-2513; THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 31°19'43" WEST, 602.55 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3699.72 FEET, AN ARC DISTANCE OF 587.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°52'36" WEST, 586.74 FEET TO THE POINT OF TANGENCY AND THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95, AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72280-2428; THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 511.58 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 100 "PART D" PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 72280-2428; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG THE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY BOUNDARY OF SAID PARCEL 100 "PART D", RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 49°34'31" WEST, 224.54 FEET; COURSE NO. 2: NORTH 40°25'29" WEST, 435.30 FEET; COURSE NO. 3: NORTH 49°34'31" EAST, 224.54 FEET TO THE AFORESAID SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE NORTH 40°25'29" WEST, ALONG LAST SAID LINE, 157.14 FEET; THENCE SOUTH 73°20'47" WEST, 97.52 FEET; THENCE SOUTH 72°47'12" WEST, 65.43 FEET; THENCE SOUTH 84°05'35" WEST, 69.75 FEET; THENCE SOUTH 85°07'31" WEST, 64.63 FEET; THENCE SOUTH 77°44'39" WEST, 118.74 FEET; THENCE SOUTH 79°08'53" WEST, 101.15 FEET; THENCE SOUTH 76°09'39" WEST, 81.45 FEET; THENCE SOUTH 75°52'28" WEST, 112.93 FEET; THENCE SOUTH 73°40'45" WEST, 97.63 FEET; THENCE SOUTH 48°17'38" WEST, 93.45 FEET; THENCE SOUTH 64°39'32" WEST, 114.37 FEET; THENCE SOUTH 62°07'16" WEST, 125.14 FEET; THENCE SOUTH 63°45'41" WEST, 134.91 FEET; THENCE SOUTH 71°52'10" WEST, 112.08 FEET; THENCE NORTH 79°40'01" WEST, 148.44 FEET; THENCE SOUTH 62°59'42" WEST, 93.33 FEET; THENCE SOUTH 50°35'41" WEST, 7.73 FEET TO THE POINT OF BEGINNING.

TRACTS 22 AND 24

A PORTION OF SECTIONS 31, AND 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET TO THE POINT OF TANGENCY

OF LAST SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 27°19'39" EAST, 786.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 966.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°56'21" EAST, 924.01 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 86°33'04" EAST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1265.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°23'05" EAST, 1231.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 40°13'06" EAST, 339.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 22°01'07" EAST, 561.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 322.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°47'54" EAST, 322.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80°09'15" EAST, 22.02 FEET; THENCE SOUTH 83°23'05" EAST, 13.92 FEET THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9977, PAGE 145 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY, NORTHEASTERLY SOUTHERLY AND EASTERLY, ALONG SAID SOUTHWESTERLY LINE, RUN THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 37°25'10" EAST, 643.96 FEET; COURSE

NO. 2: NORTH 56°48'22" EAST, 42.61 FEET; COURSE NO. 3: NORTH 37°51'36" EAST, 70.32 FEET; COURSE NO. 4: NORTH 36°26'04" EAST, 101.72 FEET; COURSE NO. 5: NORTH 79°16'56" EAST, 66.03 FEET; COURSE NO. 6: NORTH 65°51'16" EAST, 58.61 FEET; COURSE NO. 7: SOUTH 69°53'49" EAST, 50.50 FEET; COURSE NO. 8: SOUTH 27°26'47" EAST, 98.00 FEET; COURSE NO. 9: SOUTH 35°53'18" EAST, 46.72 FEET; COURSE NO. 10: SOUTH 66°02'18" EAST, 81.98 FEET; COURSE NO. 11: NORTH 79°16'48" EAST, 69.04 FEET; COURSE NO. 12: SOUTH 39°16'26" EAST, 30.23 FEET; COURSE NO. 13: SOUTH 50°25'11" EAST, 75.90 FEET; COURSE NO. 14: SOUTH 88°08'06" EAST, 73.59 FEET; COURSE NO. 15: NORTH 68°14'05" EAST, 77.27 FEET TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B (PER S.R.D. RIGHT-OF-WAY MAP SECTION 72002-2513, DATED 09-08-92); THENCE SOUTHERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 31°19'43" EAST, 615.30 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 2: SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1789.86 FEET, AN ARC DISTANCE OF 585.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°57'45" EAST, 582.57 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF THOSE LANDS DESIGNATED TRACT 19B, PARCEL 101, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9977, PAGE 145, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY, AND EASTERLY, ALONG THE NORTHWESTERLY, WESTERLY, AND SOUTHERLY BOUNDARY LINES OF LAST SAID LANDS, RUN THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 54°54'43" WEST, 82.86 FEET; COURSE NO. 2: SOUTH 31°32'17" WEST, 819.52 FEET; COURSE NO. 3: SOUTH 29°24'08" EAST, 57.61 FEET; COURSE NO. 4: SOUTH 48°59'39" EAST, 69.12 FEET; COURSE NO. 5: SOUTH 54°09'11" EAST, 81.09 FEET; COURSE NO. 6: SOUTH 17°08'16" EAST, 52.86 FEET; COURSE NO. 7: SOUTH 59°59'07" WEST, 68.04 FEET; COURSE NO. 8: SOUTH 21°45'07" WEST, 92.23 FEET; COURSE NO. 9: NORTH 85°45'45" EAST, 56.82 FEET; COURSE NO. 10: NORTH 52°40'23" EAST, 51.60 FEET; COURSE NO. 11: NORTH 60°44'35" EAST, 81.81 FEET; COURSE NO. 12: SOUTH 61°15'48" EAST, 54.65 FEET; COURSE NO. 13: NORTH 84°06'18" EAST, 83.15 FEET; COURSE NO. 14: SOUTH 85°35'38" EAST, 73.19 FEET; COURSE NO. 15: SOUTH 46°42'26" EAST, 14.17 FEET TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF AFORESAID STATE ROAD NO. 9B; THENCE SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 10°53'12" WEST, 630.88 FEET; COURSE NO. 2: SOUTH 11°39'49" WEST, 927.53 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9901, PAGE 1712, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88°28'54" WEST, ALONG LAST SAID LINE, 397.99 FEET TO THE WEST LINE OF SAID LANDS AND THE WEST LINE OF SAID SECTION 32; THENCE SOUTH 01°02'37" EAST, ALONG LAST SAID LINE, 434.99 FEET TO THE SOUTH LINE OF SAID SECTION 31; THENCE SOUTH 89°14'24" WEST, ALONG LAST SAID LINE, 438.46 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1335.00 FEET, AN ARC DISTANCE OF 1617.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°31'30" EAST, 1520.18 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 37°13'49" EAST, 305.71 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY,

ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.00 FEET, AN ARC DISTANCE OF 1752.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°57'03" EAST, 1650.26 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 31°19'43" WEST, 78.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 219.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°22'28" WEST, 219.46 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 37°25'14" WEST, 968.82 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 197.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°29'55" WEST, 197.27 FEET TO THE POINT OF BEGINNING.

TRACTS 21, 23, AND 25

A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 27°19'39" EAST, 786.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 966.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°56'21" EAST, 924.01 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 86°33'04" EAST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1265.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°23'05" EAST, 1231.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 40°13'06" EAST, 339.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 22°01'07" EAST, 561.79 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 177.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°38'36" EAST, 177.23 FEET; THENCE SOUTH 62°43'55" WEST, 130.00 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 365.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°20'39" EAST, 365.42 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 37°25'14" EAST, 968.82 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 205.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°22'28" EAST, 205.64 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 31°19'43" EAST, 78.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1335.00 FEET, AN ARC DISTANCE OF 1597.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°57'03" WEST, 1503.82 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 37°13'49" WEST, 305.71 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1465.00 FEET, AN ARC DISTANCE OF 1127.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°10'35" WEST, 1100.15 FEET; THENCE SOUTH 88°28'44" WEST, 23.76 FEET; THENCE SOUTH 77°31'30" WEST, 51.38 FEET; THENCE SOUTH 81°57'19" WEST, 32.50 FEET; THENCE NORTH 66°54'24" WEST, 19.01 FEET; THENCE SOUTH 82°53'55" WEST, 35.78 FEET; THENCE NORTH 86°38'15" WEST, 17.28 FEET; THENCE SOUTH 65°15'05" WEST, 72.61 FEET; THENCE SOUTH 49°46'08" WEST, 79.07 FEET; THENCE SOUTH 26°28'05" WEST, 61.60 FEET; THENCE SOUTH 01°24'11" WEST, 107.40 FEET;

THENCE SOUTH 09°46'01" EAST, 116.03 FEET; THENCE SOUTH 04°12'51" WEST, 79.87 FEET; THENCE SOUTH 23°24'29" EAST, 91.52 FEET; THENCE SOUTH 06°41'25" EAST, 55.51 FEET; THENCE SOUTH 25°08'24" WEST, 119.82 FEET; THENCE SOUTH 60°46'55" WEST, 59.92 FEET; THENCE SOUTH 70°13'20" WEST, 71.94 FEET; THENCE SOUTH 60°08'52" WEST, 94.18 FEET; THENCE SOUTH 88°55'48" WEST, 69.01 FEET; THENCE SOUTH 78°41'05" WEST, 45.75 FEET; THENCE SOUTH 78°41'14" WEST, 44.99 FEET; THENCE SOUTH 62°03'28" WEST, 101.02 FEET; THENCE SOUTH 48°17'59" WEST, 85.96 FEET; THENCE NORTH 84°04'28" WEST, 141.05 FEET; THENCE NORTH 01°23'12" WEST, 194.46 FEET; THENCE NORTH 32°02'09" EAST, 143.92 FEET; THENCE NORTH 25°49'12" EAST, 70.84 FEET; THENCE NORTH 05°06'00" EAST, 281.43 FEET; THENCE NORTH 14°02'05" WEST, 154.06 FEET; THENCE NORTH 19°11'06" WEST, 189.15 FEET; THENCE NORTH 41°05'51" EAST, 222.30 FEET; THENCE NORTH 05°23'17" EAST, 158.78 FEET; THENCE NORTH 35°49'15" EAST, 176.88 FEET; THENCE NORTH 16°37'40" EAST, 67.39 FEET; THENCE NORTH 52°12'15" WEST, 122.90 FEET; THENCE NORTH 76°38'20" WEST, 53.60 FEET; THENCE NORTH 04°54'43" EAST, 519.42 FEET; THENCE NORTH 48°22'03" EAST, 162.98 FEET; THENCE NORTH 23°49'54" EAST, 231.09 FEET; THENCE NORTH 40°17'20" WEST, 304.03 FEET; THENCE NORTH 12°45'16" EAST, 231.01 FEET; THENCE NORTH 21°33'31" WEST, 100.36 FEET; THENCE NORTH 74°11'55" WEST, 235.48 FEET; THENCE NORTH 35°04'36" WEST, 216.70 FEET; THENCE NORTH 16°00'38" WEST, 148.34 FEET; THENCE NORTH 24°55'19" WEST, 157.18 FEET; THENCE NORTH 06°17'06" EAST, 281.60 FEET; THENCE NORTH 48°04'53" EAST, 176.04 FEET; THENCE NORTH 27°54'04" WEST, 214.27 FEET; THENCE SOUTH 74°30'57" WEST, 245.80 FEET; THENCE NORTH 52°42'37" WEST, 335.86 FEET; THENCE NORTH 17°10'39" WEST, 511.78 FEET; THENCE NORTH 41°03'23" WEST, 749.47 FEET; THENCE NORTH 18°53'04" WEST, 221.15 FEET; THENCE NORTH 44°55'50" EAST, 168.91 FEET; THENCE NORTH 81°26'02" EAST, 215.49 FEET; THENCE SOUTH 81°51'15" EAST, 75.06 FEET; THENCE SOUTH 87°54'52" EAST, 88.24 FEET; THENCE SOUTH 81°47'27" EAST, 77.27 FEET; THENCE NORTH 82°53'03" EAST, 114.65 FEET; THENCE SOUTH 70°27'50" EAST, 77.48 FEET; THENCE SOUTH 68°49'08" EAST, 88.28 FEET; THENCE SOUTH 58°25'55" EAST, 80.59 FEET; THENCE SOUTH 45°09'12" EAST, 23.44 FEET; THENCE SOUTH 69°12'29" EAST, 103.23 FEET; THENCE SOUTH 74°22'27" EAST, 48.02 FEET; THENCE SOUTH 52°55'32" EAST, 44.94 FEET; THENCE SOUTH 74°25'01" EAST, 75.08 FEET; THENCE SOUTH 62°27'46" EAST, 49.99 FEET; THENCE NORTH 76°49'04" EAST, 43.71 FEET; THENCE SOUTH 53°42'22" EAST, 24.30 FEET; THENCE SOUTH 84°39'45" EAST, 78.46 FEET; THENCE SOUTH 61°30'45" EAST, 45.16 FEET; THENCE SOUTH 56°27'49" EAST, 36.72 FEET; THENCE SOUTH 65°25'11" EAST, 50.78 FEET; THENCE SOUTH 46°10'52" EAST, 67.60 FEET; THENCE SOUTH 59°36'18" EAST, 62.40 FEET; THENCE SOUTH 40°54'00" EAST, 56.79 FEET; THENCE SOUTH 44°09'18" EAST, 117.42 FEET; THENCE SOUTH 52°19'30" EAST, 70.12 FEET; THENCE SOUTH 52°18'12" EAST, 36.26 FEET; THENCE SOUTH 74°25'22" EAST, 108.51 FEET; THENCE SOUTH 80°09'01" EAST, 78.97 FEET TO THE POINT OF BEGINNING.

BARTRAM PARK BOULEVARD PHASE 3A

A PORTION OF SECTION 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT 13, AS SHOWN ON THE PLAT OF BARTRAM PARK UNIT ONE, AS RECORDED IN PLAT BOOK 56, PAGES 30, 30A THROUGH 30J, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.09 FEET, AN ARC DISTANCE OF 173.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°42'12" EAST, 172.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 440.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 315.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°08'20" EAST, 315.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°26'49" EAST, 130.49 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 553.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°19'04" EAST, 550.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°11'18" EAST, 578.67 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1135.00 FEET, AN ARC DISTANCE OF 151.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°00'34" EAST, 151.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°49'50" EAST, 752.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 771.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°04'44" EAST, 754.70 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°19'39" EAST, 786.05 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 111.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°43'56" EAST, 111.06 FEET, TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 855.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°20'39" EAST, 825.82 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°33'04" EAST, 235.05 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1265.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°23'05" EAST, 1231.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°13'06" EAST, 339.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH

22°01'07" EAST, 561.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 151.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°15'26" EAST, 151.16 FEET; THENCE NORTH 84°46'00" WEST, 151.05 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 81.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°09'17" WEST, 81.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 22°01'07" WEST, 561.79 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 455.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°07'06" WEST, 453.91 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°13'06" WEST, 339.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1435.00 FEET, AN ARC DISTANCE OF 1160.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°23'05" WEST, 1129.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'04" WEST, 235.05 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS 1065.00 FEET, AN ARC DISTANCE OF 938.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCES OF NORTH 61°17'49" WEST, 908.73 FEET, THENCE NORTH 40°33'31" EAST, 134.17 FEET, TO THE POINT OF BEGINNING.

BARTRAM PARK BOULEVARD PHASE 3B

A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF BARTRAM PARK UNIT TWO AS RECORDED IN PLAT BOOK 59, PAGES 8 THROUGH 11 INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 40°33'31" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BARTRAM PARK UNIT TWO, A DISTANCE OF 134.17 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 935.00 FEET, AN ARC DISTANCE OF 855.33 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°20'38" EAST, 825.82 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 86°33'04" EAST, 235.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 1265.55 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°23'05" EAST, 1231.35 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 40°13'06" EAST, 339.27 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID

CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1565.00 FEET, AN ARC DISTANCE OF 497.11 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'06" EAST, 495.03 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 22°01'07" EAST, 561.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 151.20 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°15'26" EAST, 151.16 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 368.95 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°57'29" EAST, 368.39 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 37°25'14" EAST, 968.82 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 219.56 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°22'28" EAST, 219.46 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 31°19'43" EAST, 78.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.00 FEET, AN ARC DISTANCE OF 1752.98 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°57'03" WEST, 1650.26 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 37°13'49" WEST, 305.71 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1335.00 FEET, AN ARC DISTANCE OF 1446.44 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°11'28" WEST, 1376.72 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 994.41 FEET, AN ARC DISTANCE OF 315.49 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°56'15" EAST, 314.17 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 43°01'36" EAST, 214.28 FEET TO NORTHWESTERLY RIGHT-OF-WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.77 FEET, AN ARC DISTANCE OF 171.12 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°54'03" WEST, 171.00 FEET; THENCE NORTH 43°01'36" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, 108.24 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1248.57 FEET, AN ARC DISTANCE OF 302.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°04'51" WEST, 301.98 FEET; THENCE NORTH 12°35'57" WEST, 44.78 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1236.57 FEET, AN ARC DISTANCE OF 49.58 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°59'49" WEST TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 24°50'54" WEST, 75.01

FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1465.00 FEET, AN ARC DISTANCE OF 1587.29 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°11'28" EAST, 1510.78 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 37°13'49" EAST, 305.71 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1335.00 FEET, AN ARC DISTANCE OF 1597.43 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°57'03" EAST, 1503.82 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 31°19'43" WEST, 78.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1935.00 FEET, AN ARC DISTANCE OF 205.74 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°22'28" WEST, 205.64 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 37°25'14" WEST, 968.82 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2065.00 FEET, AN ARC DISTANCE OF 473.20 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°51'21" WEST, 472.16 FEET; THENCE SOUTH 84°46'00" EAST, 151.05 FEET TO THE POINT OF BEGINNING.