

Record and Return to:
Lawrence V. Ansbacher
Ansbacher & Schneider, P.A.
5150 Belfort Road, Building 100
Jacksonville, Florida 32256

Declaration
of
Covenants, Conditions, Restrictions & Easements

This Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") is made effective the 20th day of January 2006 by Island View Investors, LLC, its successors and/or assigns ("Island") and William Schiff, Carol West, William Nussbaum, and Rhetta Elizabeth Nussbaum, David G. Nussbaum, Jr., and Charles W. Nussbaum as successor Trustees of the David Nussbaum Sr. Revocable Trust their successors and/or assigns (jointly "Nussbaum") (separately and collectively the "Owner(s)").

STATEMENT OF FACTS

- A. Island is the fee simple owner of that certain property located in Duval County, Florida more particularly described on Exhibit A attached ("Island Parcel").
- B. Nussbaum is the fee simple owner of that certain property located in Duval County, Florida more particularly described on Exhibit B attached ("Nussbaum Parcel").
- C. Island Parcel and Nussbaum Parcel shall hereafter collectively be referred to as the Property.
- D. The Owners intend to construct and provide for a drainage system for stormwater and detention thereof for the Property ("Drainage System") and to further provide for the shared cost of such Drainage System including a detention pond ("Pond") on a portion of the Property ("Pond Parcel") as identified in accordance with the site plan by Skiles Engineering, P.A. attached as Exhibit C ("Site Plan").
- E. The Owners intend to construct and provide for a sewage system for the Property ("Sewage System") and to further provide for the shared cost of operation and maintenance of a lift station ("Lift Station") within a portion of the Island Parcel as identified on the Site Plan ("Lift Station Parcel"), as well as an underground force main ("Force Main") therefrom connecting to the sewerage system owned, operated, and maintained by the City of Jacksonville.
- F. The Owners intend to construct and provide for utilities ("Utility System") on, over, and across the area constituting a portion of the Property as hereafter established ("Utility Parcel").
- G. The Owners intend to provide for an access easement ("Access Easement") for pedestrian and vehicular traffic on, over, and across the area designated for such purposes on the Site Plan ("Access System") and to further provide for the construction and thereafter the maintenance thereof.

NOW THEREFORE, for and in consideration of the above facts and for other good and valuable consideration, the Owners for themselves and their respective heirs, successors, and assigns, hereby (i) establish this Declaration (ii) declare that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which will run with the title, and the grantee of any deed conveying the Property, or any portion thereof will be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions and easements and to have covenanted to observe, comply with and be bound by all such covenants, conditions, restrictions and easements and (iii) impose the easements referred to and described which will be perpetual in duration.

- 1. Statement of Facts. The Statement of Facts is incorporated into this Declaration, and by this reference made a part hereof.
- 2. Drainage System. Island shall be responsible to maintain at all times that portion of the Drainage System which is located upon the Island Parcel in accordance with the Drainage System and the requirements of any governing authority. Nussbaum shall be responsible to maintain at all times that portion of the Drainage System which is located upon the Nussbaum Parcel in accordance with the Drainage System and the requirements of any governing authority.

- 2.1 Drainage System Easement. Island grants and 'conveys' to Nussbaum a non-exclusive perpetual appurtenant easement to expand the Pond onto the Nussbaum Parcel. Thereafter, the Owners grant and convey to the other Owner a nonexclusive perpetual easement to install and maintain upon the Pond Parcel, drainage pipes and any other improvements in accordance with the Drainage System in order to introduce stormwater from each Owner's respective Parcel into the Pond, subject to the following restrictions:
- (a) The stormwater being discharged must be free of chemicals, pollutants or contaminants detectable at any level requiring the notification thereof to any governmental or regulatory authority.
 - (b) No stormwater may be discharged into, onto, or upon the Pond from lands other than the Property, excluding, however, stormwater, if any, which may be draining into, on, or upon the Property by reason of a legal right of drainage of surface runoff existing as of date hereof.
 - (c) Nussbaum shall, at its election and expense, effect its respective connection to the Drainage System in accordance with the approved design plan, it being the intent hereof that Island shall have no responsibility to introduce or maintain such connection for stormwater from Nussbaum Parcel into the Pond.
 - (d) Any alteration by Nussbaum to the Pond shall not (i) adversely affect the drainage of the Island Parcel, (ii) violate any rules, regulations, statutes, or ordinances of any governmental agency having jurisdiction over the Property, or (iii) materially change the Drainage System.
 - (e) Island shall retain sole discretion in the operation, repair, replacement and maintenance of the Pond, provided however, that any alteration to the Pond shall not (i) adversely affect the drainage of the Nussbaum Parcel, (ii) violate any rules, regulations, statutes, or ordinances of any governmental agency having jurisdiction over the Property, or (iii) materially change the Drainage System without the consent of Nussbaum.
 - (f) Each user of the Drainage System or the Drainage System Easement shall and does indemnify and hold harmless the others entitled to utilize the same of and from any loss suffered by virtue of the usage or maintenance thereof in violation of the provisions of this Section.
- 2.2 Assessments for Operation of Drainage System. If Nussbaum elects to utilize the Drainage System as set forth above, Nussbaum shall pay to the Island an annual fee (the "Drainage Assessment") in an amount equal to such Owner's Drainage Proportionate Share, as defined hereafter, of the actual cost and expenses incurred by Island in operating, maintaining, improving, replacing and reconstructing the Drainage System located on the Pond Parcel. Such costs and expenses shall include, without limitation all costs incurred at any time, and from time to time, in and about (i) repairing and maintaining the Drainage System in good working order, (ii) maintenance of bank of the Pond, including mowing of grass thereon, and (iii) improving and upgrading the Drainage System as required from time to time by governmental authorities.
- "Drainage Proportionate Share" means that fractional portion, the numerator of which is the total square footage of ground coverage of the buildings and pavement located on Nussbaum Parcel as of the invoice date of the Drainage Assessment ("Drainage Invoice Date"), and the denominator of which is the total square footage of ground coverage of all buildings and paving located on Island Parcel and Nussbaum Parcel as of the Drainage Invoice Date. The respective square footage for the above formula based upon Owners' review of surveys identifying then existing improvements of each respective Parcel, which each Owner shall furnish respectively for such purpose.
3. Sewage System. The Owner of the Island Parcel has caused the Lift Station and Force Main to be constructed in accordance with the sewage system strictly for the benefit of the Island Parcel. Nussbaum may elect to participate in the Sewage System and upon completion of such construction; Island shall be responsible to at all times thereafter maintain the same in accordance with the Sewerage System and requirements of any governing authority.
- 3.1 Sewage System Easement. Island grants and conveys to Nussbaum a non-exclusive, perpetual appurtenant easement (the "Sewage Easement") upon and beneath that portion of the Island Parcel which shall be requisite in order to install, maintain, operate, repair and replace subsurface sewerage pipes beneath the surface of the Island Parcel in order to provide a connection from the improvements on the Nussbaum Parcel to the Lift Station and through the Force Main in accordance with the Sewage System, subject to the following restrictions:

- (a) Nussbaum shall be responsible for the cost and expenses incurred in renovating (i) the Lift Station, including all pipes, devices, and structures which service more than one Parcel, (ii) the Force Main in order to accommodate the Nussbaum Parcel, and (iii) the improvements damaged by Nussbaum's connection to the Lift Station including without limitation the repair and/or relocation of any sidewalks so affected.
- (b) The pipes, devices and other structures to be so located within the Sewage Easement shall be located and maintained where indicated in accordance with the Sewerage System.
- (c) Each user of the Sewage System and/or Sewage Easement shall and does indemnify and hold harmless the others entitled to utilize the same of and from any loss suffered by virtue of the usage or maintenance thereof in violation of the provisions of this Section.

3.2 Assessments for Operation of Sewage System. If Nussbaum elects to utilize the Sewage System as set forth above, Nussbaum shall pay to Island a fee (the "Sewage Assessment") in an amount equal to its Sewerage Proportionate Share, as defined hereafter, of the actual cost and expenses incurred in operating, maintaining, improving, replacing and reconstructing (i) the sewer lift station to be located on Lift Station Parcel, including all pipes, devices, and structures which service more than one Parcel, and (ii) the Force Main. Such costs and expenses shall include, without limitation electricity, replacement, expansion and improvement of pumps, pipes, and other facilities and all other costs incurred at any time, and from time to time, in (i) repairing and maintaining the Sewage System in good working order, (ii) replacing and reconstructing the Sewage System, and (iii) improving and upgrading the Sewage System as required from time to time by governmental authorities. Notwithstanding anything otherwise provided, such costs shall not include any charges associated with (i) establishing or maintaining each Parcel's improvements to the Sewage System, (ii) connecting to the sewerage lines of the City of Jacksonville, (iii) downstream pollution charges, or (iv) similar type charges or exactions, it being understood and agreed that such charges shall be borne and paid for by the respective Owners.

"Sewerage Proportionate Share" means that fractional portion, the numerator of which is the total volume of water usage reflected on the utility service bills for the Nussbaum Parcel for the relevant period and the denominator of which is the total volume of water usage reflected on the utility service bills for Island Parcel and Nussbaum Parcel.

Nussbaum shall furnish a photocopy of its water bill or other similar evidence of their water usage, at such intervals as requested by Island, but not more frequently than once monthly. Based upon such evidence, Island shall determine Nussbaum's Sewerage Proportionate Share. In the event that at the time of calculating the Sewage Assessment, complete information on water usage is not readily available, Island shall estimate the respective water usage of the Nussbaum Parcel and Island Parcel, and the Sewage Assessment will be based upon such estimate, subject to later adjustment when the complete information is available. In no event may either Owner convey any interest in the Sewage System to another party other than the Owners. Notwithstanding anything otherwise provided, (i) each Owner shall remain solely responsible for the repair, replacement and maintenance of plumbing and pipes which service only their respective Parcel, and (ii) water usage will not include usage for irrigation or similar purposes which would not impose a burden upon the Sewage System; provided that, such water is obtained through a separate water meter or well.

4. Utility System. Each Owner shall be responsible to cause that portion of the Utility System servicing its respective Parcel to be constructed. Upon completion of such construction, Each Owner shall be responsible to at all times thereafter maintain the same in accordance with the Utility System and requirements of any governing authority.

4.1 Utility System Easement. Each Owner grants and conveys to the other Owner a non-exclusive, perpetual appurtenant easement (the "Utility Easement") upon and beneath that portion of their respective Parcel which shall be requisite in order to install, maintain, operate, repair and replace utilities beneath the surface of the Property, subject to the following restrictions:

- (a) The pipes, devices and other structures to be so located within the Utility Easement shall be located and maintained in a location approved by the Parcel's Owner whose consent shall not be unreasonably withheld, conditioned or delayed. Under no circumstances shall such utilities be placed under any building or other structure, other than pavements and sidewalks, which is not in existence; and provided further, however, that the Owner shall not interfere with any future development by the Parcel Owner, its successors or assigns, provided that the Parcel Owner

agrees to pay all costs and expenses incurred in relocating any underground utilities or associated equipment then existing on the respective Parcel to accommodate said future development.

- (b) Each user of the Utility System and/or Utility Easement shall and does indemnify and hold harmless the others entitled to utilize the same of and from any loss suffered by virtue of the usage or maintenance thereof in violation of the provisions of this Section.
- (c) The Owners shall cooperate in good faith in order to establish and consolidate where reasonably practical the Utility System.

4.2 Assessments for Maintenance of Utility System. Each Owner shall be responsible to pay to maintain at all times in a first class operating condition that portion of the Utility System which is designed to service the respective Owner's Parcel in accordance with the Access System and the requirements of any governing authority. The Owners shall be responsible to pay their proportionate share to maintain at all times in a first class operating condition any portion of the utility System designed to service both Parcels.

5. Access System. The Access System shall be constructed for the benefit of the Owners. Upon completion of such construction, each Owner shall be responsible to at all times thereafter maintain that portion of the Access System which is located upon the respective Owner's Parcel in accordance with the Access System and requirements of any governing authority.

5.1 Access Easement. Each Owner grants and conveys to the other Owners for the use and benefit of the respective Owners, and such Owner's customers, tenants, invitees, employees, and mortgagees ("Grantees"), a non-exclusive, perpetual, appurtenant easement (the "Access Easement") for unencumbered vehicular and pedestrian easement for ingress and egress on, over, and across existing driveways of the Property subject to the following conditions:

- (a) Nussbaum shall be responsible for the cost and expense incurred in establishing a physical connection between the Nussbaum Parcel and the Island Parcel along the Access Easement including without limitation the replacement of the existing sidewalk together with striping the asphalt for a crosswalk and establishing handicap ramps on either side of any sidewalks so affected, as well as, obtaining all permits necessary to accomplish such improvements.
- (b) Grantees may not park or stand or repair or store vehicles within the Access Easement.
- (c) Each Owner may, from time to time, relocate the curbs, landscaping, parking areas and driveways, without the consent of the other Owners or Grantees; provided however, such relocation may not unreasonably impede ingress and egress to and from each Parcel, nor alter the location of the ingress and egress into and from each Parcel as set forth in the site plan for the Access System.
- (d) The Grantees may not utilize any "service areas", "drive-throughs", "loading areas" or other areas within each Parcel, which are reserved from time to time for the use of a particular tenant or tenants of the respective Parcel and their customers; provided however, the reservation of such areas will not unreasonably impede ingress and egress to and from each Parcel from that as set forth in the site plan for the Access System.
- (e) Each Grantee, by acceptance of the rights granted in the Access Easement indemnifies and holds the other Owners, their employees, officers and tenants, harmless from any loss suffered on account of the usage of the Access Easement including without limitation, attorneys' fees and costs, through appeal, limited, however to losses arising from the use of the Access Easement by such Grantee.

5.2 Assessments for Maintenance of Access System. Each Owner shall be responsible to pay to maintain at all times in a first class operating condition that portion of the Access System which is located upon the respective Owner's Parcel in accordance with the Access System and the requirements of any governing authority.

6. Installation, Repairs and Maintenance. All easements contained herein shall include the right of access upon and beneath that portion of each Parcel which shall be requisite in order to install, maintain, operate, repair and replace the facilities so affected. Any improvements, pipes, devices or other structures properly located within an easement parcel which are damaged or disturbed by either party shall be properly repaired and restored to good condition at the sole expense of the party responsible for such damage or disturbance. Replacement and maintenance activities shall be conducted only by duly licensed parties. Prior to the commencement of any

activities relative hereto, proof of the requisite license and proof that such parties carry requisite worker's compensation and liability insurance, with coverage limits and deductibles reasonably acceptable to the affected Parcel owner shall be furnished.

7. Payment of Assessments. The Drainage Assessments and the Sewage Assessments (collectively the "Assessments") shall be payable within 30 days of the delivery of an invoice for the same. Interest shall accrue on any Assessments not paid within such 30-day period at the then highest lawful rate. The Assessments, together with any interest and costs of collection when delinquent, including a reasonable attorney's fee (at trial or on appeal) whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the respective Owner at the time when the Assessment Charge was levied. The Assessment Charge shall also be a continuing lien upon the respective Parcel against which the Assessment Charge is made, effective upon recording of a claim of lien in the public records of Duval County, Florida. The lien in securing payment of the Assessment Charge will be inferior to any institutional mortgage lien existing upon a Parcel at the time of the recordation of such lien. Each Owner shall issue a certificate indicating whether any Assessment Charge is due, promptly upon demand of the other Owner, which certificate may be relied upon by any person or party receiving the same.
8. Legal Descriptions. The Owners confirm to one another that, notwithstanding any legal deficiency in the Site Plan, the parties desire to proceed and are desirous of executing this Declaration and to provide for the right of each Owner to demand and successfully enforce specific performance and to insure such right is not precluded due lack of specific legal descriptions of the easements contained herein. The Owners may hereafter establish such specific legal descriptions upon recording an amendment to this Declaration setting forth the same.
9. Notices. Notices and demands required or permitted to be given hereunder to an Owner, shall be sent by certified mail, return receipt requested, addressed, postage prepaid, to the address of record for the Owner of each respective Parcel with the Tax Collector of Duval County, Florida. Notices and demands will be deemed given three (3) days after mailing.
10. Construction.
 - 10.1 Florida Law. Florida Law will govern the construction of this Declaration. It is agreed that Duval County is the proper venue for any action brought hereunder.
 - 10.2 Captions. The titles and captions are not a part of this Declaration and in no way define, describe, extend, or limit the scope or intent of any provision of this Declaration.
 - 10.3 Entire Agreement. This Lease contains the entire understanding between the parties to this Declaration. No representation was made by or on behalf of any party that is not contained in this Declaration, and that in entering into this Declaration no party relied upon any representation not contained in this Agreement.
 - 10.4 Agreement Freely Bargained. This Declaration has been freely bargained and negotiated amongst the parties hereto and will not be construed more favorably against the party causing the same to be prepared.
 - 10.5 Severability. If any provision of this Declaration, the deletion of which would not adversely affect the receipt of any material benefit by any party to this Declaration or substantially increase the burden of any party to this Declaration, is held to be invalid or unenforceable to any extent, then the remainder of this Declaration will remain in full force and effect.
 - 10.6 Gender. Unless the context clearly indicates otherwise, wherever referenced in this Declaration the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.
 - 10.7 Time of Essence. Time is of the essence.
 - 10.8 Counterparts. This Declaration may be executed in two or more counterparts, each of which shall be and be taken to be an original and all collectively deemed one instrument.
 - 10.9 Enforcement & Attorneys' Fees. The covenants and restrictions contained in this Declaration may be enforced by either Owner. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels and at mediation or arbitration.
 - 10.10 Term and Renewal. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein including, without limitation, the provisions for assessment shall run with and bind all of the Parcels and inure to the benefit of the Owners and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the

date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless there is recorded in the public records of Duval County Florida an instrument agreeing to terminate this Declaration signed by the Owners and Mortgagees of all of the Parcels, upon which event this Declaration shall be terminated.

11. WAIVER OF JURY TRIAL. BY THE ACCEPTANCE HEREOF, THE OWNERS AGREE THAT THEY, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF EITHER OWNER (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS DECLARATION. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE OWNERS, ARE A MATERIAL INDUCEMENT AND SHALL BE SUBJECT TO NO EXCEPTIONS.

IN WITNESS WHEREOF, the Owners have executed this instrument the day and year first above written.

1st Witness: Cheryl E. Sassard
Print Name: CHERYL E. SASSARD

Island View Investors, LLC

By: [Signature]
Charles W. Nussbaum
Its Managing Member

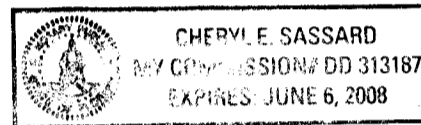
2nd Witness: Michael D. Schneider
Print Name: Michael D. Schneider

By: Richard M. Hamilton
Richard M. Hamilton
Its Managing Member

STATE OF ~~Duval~~ Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 20th day of January, 2006 by Charles W. Nussbaum, and Richard M. Hamilton, Managing Members of Island View Investors, LLC, a Florida limited liability company on behalf of the entity () who are all personally known to me or () who have produced _____ (Florida Driver's License) as identification.

Cheryl E. Sassard
Notary Public, State of Florida
My Commission Expires _____



1st Witness: _____
Print Name: _____

2nd Witness: _____
Print Name: _____

William Schiff

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of January, 2006 by William Schiff () who is personally known to me or () who has produced _____ (State Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

IN WITNESS WHEREOF, the Owners have executed this instrument the day and year first above written.

1st Witness: _____
Print Name: _____

Island View Investors, LLC

By: _____
Charles W. Nussbaum
Its Managing Member

2nd Witness: _____
Print Name: _____

By: _____
Richard M. Hamilton
Its Managing Member

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of January, 2006 by Charles W. Nussbaum, and Richard M. Hamilton, Managing Members of Island View Investors, LLC, a Florida limited liability company on behalf of the entity () who are all personally known to me or () who have produced _____ (Florida Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: _____
Print Name: MARIENE M. DAY

2nd Witness: _____
Print Name: LISA SENTZ-GUY

William Schiff
William Schiff

STATE OF Florida
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20 day of January, 2006 by William Schiff () who is personally known to me or () who has produced FL DL S1092359B (State Driver's License) as identification.

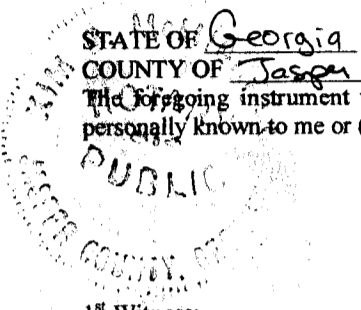
Notary Public, State of _____
My Commission Expires _____



1st Witness: Evelyn D. Poore
Print Name: Evelyn D. Poore

2nd Witness: Hugh T. West
Print Name: Hugh T. West

Carol West
Carol West



STATE OF Georgia
COUNTY OF Jasper
The foregoing instrument was acknowledged before me this 19th day of January, 2006 by Carol West () who is personally known to me or () who has produced _____ (State Driver's License) as identification.

Kim B. McMichael
Notary Public, State of _____
My Commission Expires _____
Notary Public, Jasper County, Georgia
My Commission Expires Mar. 14, 2006.

1st Witness: _____
Print Name: _____

2nd Witness: _____
Print Name: _____

William Nussbaum

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of January, 2006 by William Nussbaum () who is personally known to me or () who have produced _____ (State Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: _____
Print Name: _____

2nd Witness: _____
Print Name: _____

Rhetta Elizabeth Nussbaum as successor
Trustee of the David Nussbaum Sr. Revocable
Trust

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of January, 2006 by Rhetta Elizabeth Nussbaum as successor Trustee of the David Nussbaum Sr. Revocable Trust () who is personally known to me or () who have produced _____ (State Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: _____

Print Name: _____

2nd Witness: _____

Print Name: _____

Carol West

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of January, 2006 by Carol West () who is personally known to me or () who has produced _____ (State Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: Carol Anne M. Hallam

Print Name: Carol Anne M. Hallam

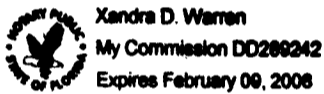
2nd Witness: Xandra D. Warren

Print Name: Xandra D. Warren

William Nussbaum
William Nussbaum

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of January, 2006 by William Nussbaum (X) who is personally known to me or () who have produced _____ (State Driver's License) as identification.



Xandra D. Warren
Notary Public, State of Florida
My Commission Expires _____

1st Witness: _____

Print Name: _____

2nd Witness: _____

Print Name: _____

Rhetta Elizabeth Nussbaum as successor
Trustee of the David Nussbaum Sr. Revocable
Trust

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of January, 2006 by Rhetta Elizabeth Nussbaum as successor Trustee of the David Nussbaum Sr. Revocable Trust () who is personally known to me or () who have produced _____ (State Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: _____

Print Name: _____

2nd Witness: _____

Print Name: _____

Carol West

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of January, 2006 by Carol West () who is personally known to me or () who has produced _____ (State Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: _____

Print Name: _____

2nd Witness: _____

Print Name: _____

William Nussbaum

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of January, 2006 by William Nussbaum () who is personally known to me or () who have produced _____ (State Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: Cheryl E. Sassard

Print Name: Cheryl E. Sassard

2nd Witness: Michael P. Schneider

Print Name: Michael P. Schneider

Rheta Elizabeth Nussbaum

Rheta Elizabeth Nussbaum as successor
Trustee of the David Nussbaum Sr. Revocable
Trust

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17th day of January, 2006 by Rheta Elizabeth Nussbaum as successor Trustee of the David Nussbaum Sr. Revocable Trust () who is personally known to me or () who have produced _____ (State Driver's License) as identification.

Cheryl E. Sassard
Notary Public, State of Florida
My Commission Expires _____



1st Witness: *Cheyl E. Sassard*
Print Name: Cheryl E. Sassard

2nd Witness: *Michael N. Schneider*
Print Name: Michael N. Schneider

David G. Nussbaum Jr
David G. Nussbaum, Jr. as successor Trustee of
the David Nussbaum Sr. Revocable Trust

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 18th day of January, 2006 by David G. Nussbaum, Jr. as
successor Trustee of the David Nussbaum Sr. Revocable Trust () who is personally known to me or () who have produced
_____ (State Driver's License) as identification.

Cheyl E. Sassard
Notary Public, State of Florida
My Commission Expires _____

1st Witness: *Cheyl E. Sassard*
Print Name: CHERYL E. SASSARD

2nd Witness: *Michael N. Schneider*
Print Name: Michael N. Schneider



Charles W. Nussbaum
Charles W. Nussbaum as successor Trustee of
the David Nussbaum Sr. Revocable Trust

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 20th day of January, 2006 by Charles W. Nussbaum as
successor Trustee of the David Nussbaum Sr. Revocable Trust, () who is/are all personally known to me or () who have
produced _____ (Florida Driver's License) as identification.

Cheyl E. Sassard
Notary Public, State of _____
My Commission Expires _____

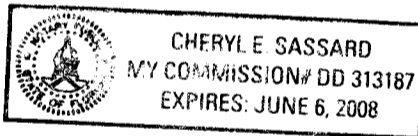


Exhibit A: Island Parcel

TRACT 1, NUSSBAUM'S REPLAT, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 17, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, EXCEPT THOSE PORTIONS DESCRIBED IN (A) ORDER OF TAKING (PARCEL 170.1) RECORDED AT OFFICIAL RECORDS VOLUME 2791, PAGE 725, AND (B) WARRANTY DEED RECORDED AT 2966, PAGE 2, ALL IN CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

ALSO DESCRIBED AS:

A PART OF TRACT 1, NUSSBAUM'S REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 17 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE, NORTH 15° 57' 15" EAST, BY AND ALONG THE EASTERLY RIGHT OF WAY OF THE SEABOARD SYSTEM RAILROAD, A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED, A DISTANCE OF 639.87 FEET TO THE NORTHERLY BOUNDARY OF SAID TRACT 1; THENCE, SOUTH 85° 00' 00" EAST, BY AND ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 360.51 FEET; THENCE, SOUTH 13° 26' 34" EAST, A DISTANCE OF 200.0 FEET; THENCE, SOUTH 85° 00' 00" EAST, A DISTANCE OF 200.0 FEET TO THE WESTERLY RIGHT OF WAY OF COLLINS ROAD RELOCATION, A 75 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE, SOUTH 13° 26' 34" EAST, BY AND ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 132.62 FEET TO A POINT OF CURVATURE; THENCE, CONTINUING BY AND ALONG SAID WESTERLY RIGHT OF WAY, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5,879.58 FEET AND A DELTA OF 02° 19' 10", SOUTH 14° 36' 09" EAST, 238.00 FEET (CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE AND THE SOUTHERLY BOUNDARY OF SAID TRACT 1; THENCE, SOUTH 89° 10' 30" WEST, BY AND ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 871.68 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1 AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS ARE THE SAME LANDS AS DESCRIBED AND RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5785, PAGE 1781.

Exhibit B: Nussbaum Parcel

Tract 2, Nussbaum's Replat, according to plat thereof recorded in plat book 21, page 17, current public records of Duval County, Florida, except any portion thereof lying within the right-of-way of Collins Road relocation

