

OFFICIAL RECORDS

DECLARATION AND GRANT OF COVENANTS AND EASEMENTS

Returned To:
ED LANE
P.O. Box 474
Jen. Fla 32202

This Declaration and Grant of Covenants and Easements (the "Agreement") is made this 18th day of July, 1991, by and between SAN JOSE LIMITED PARTNERSHIP, a Georgia limited partnership (doing business in Florida as San Jose Limited Partnership (Georgia)) (the "Purchaser"), and RITA H. JOOST, MARJORIE N. HOLBROOK and WILLIAM W. MASSEY, JR., each an individual resident of the State of Florida (collectively, the "Seller").

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property located in Duval County, Florida being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (referred to herein as "Parcel C"); and

WHEREAS, by virtue of a General Warranty Deed of even date herewith from Seller to Purchaser, Purchaser acquired from Seller a certain parcel of real property located in Duval County, Florida being more particularly described on Exhibit "B" attached hereto and by reference made a part hereof (referred to herein as "Parcel A"); and

WHEREAS, by virtue of a General Warranty Deed of even date herewith from Seller to Purchaser, Purchaser acquired from Seller two additional parcels of real property located in Duval County, Florida being more particularly described on Exhibit "C" and Exhibit "D" attached hereto and by reference made a part hereof (the property described on Exhibit "C" being referred to herein as "Parcel B" and the property described on Exhibit "D" being referred to herein as the "Access Drive") (Parcels A, B, C and the Access Drive being collectively referred to herein as the "Land"); and

WHEREAS, Purchaser intends to construct a driveway across the Access Drive for the benefit of Parcels A, B and C, a detention pond on the northern portion of Parcel B for the drainage of storm

This instrument prepared by:

Barbara J. Schneider
Holt, Ney, Zatcoff & Wasserman
100 Galleria Parkway
Suite 600
Atlanta, Georgia 30339

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and surface waters from Parcels A, B and C, from which storm and surface waters will also drain from Parcels B and C over the Access Drive and Parcel A, and to locate certain sewer and water facilities for Parcels A and C over, across, under and through Parcel B and the Access Drive; and

WHEREAS, Purchaser and Seller desire to subject the Land to certain covenants and easements in order to effectuate the foregoing;

NOW, THEREFORE, for and in consideration of the premises, Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto prior to the execution, sealing and delivery of this Agreement, Purchaser and Seller, intending to be legally bound, hereby agree as follows:

ARTICLE I. EASEMENTS

Section 1.01 Parcel C Access Easement. Purchaser hereby grants and conveys to Seller for the benefit of Parcel C a non-exclusive, perpetual easement to use, inspect, maintain and repair, for the purposes of access, ingress and egress of pedestrian and vehicular traffic, any and all roads, walkways, paths and bridges that may now or hereafter exist over, under and through the Access Drive.

Section 1.02 Parcel A Access Easement. Purchaser hereby declares and establishes for the benefit of Parcel A a non-exclusive, perpetual easement to use, inspect, maintain and repair, for the purposes of access, ingress and egress of pedestrian and vehicular traffic, any and all roads, walkways, paths and bridges that may now or hereafter exist over, under, across and through the Access Drive, together with the right to construct, use, inspect, maintain and repair additional roads, paths and bridges over, under, across and through the Access Drive, subject to the right of the Owner of Parcel B to use the easterly 15 feet of the northerly 5 feet of the Access Drive for a sign.

Section 1.03 Parcel C Sewer Easement. Purchaser hereby grants and conveys to Seller for the benefit of Parcel C a non-exclusive, perpetual easement for the purpose of giving the Owner of Parcel C the right to tap on to, use, inspect, maintain, repair, operate and extend any and all sanitary and storm sewer facilities that may now or hereafter exist over, under, across and through the Access Drive and that portion (the "Private Utility Easement Area") of Parcel B identified on Exhibit "E" attached hereto and by reference made a part hereof, together with the right to construct, use, inspect, maintain, repair, operate and extend additional sanitary and storm sewer facilities over, under, across and through the Access Drive and the Private Utility Easement Area.

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Section 1.04 Parcel A Sewer Easement. Purchaser hereby declares and establishes for the benefit of Parcel A a non-exclusive, perpetual easement for the purpose of giving the Owner of Parcel A the right to tap on to, use, inspect, maintain, repair, operate and extend any and all sanitary sewer facilities that may now or hereafter exist over, under, across and through the Access Drive and the Private Utility Easement Area, together with the right to construct, use, inspect, maintain, repair, operate and extend additional sanitary sewer facilities over, under, across and through the Access Drive and the Private Utility Easement Area.

Section 1.05 Parcel C Utilities Easement. Purchaser hereby grants and conveys to Seller for the benefit of Parcel C a non-exclusive, perpetual easement for the purpose of giving the Owner of Parcel C the right to tap on to, use, inspect, maintain, repair, operate, and extend any and all utility lines, poles, wires, pipes, transformers and other facilities necessary or appropriate to the transmission, distribution, flow and delivery of electric current, water, telephone communications and natural gas that may now or hereafter exist over, under, across or through the Access Drive and the Private Utility Easement Area, together with the right to construct, use, inspect, maintain, repair, operate and extend additional such facilities over, under, across and through the Access Drive and the Private Utility Easement Area.

Section 1.06 Parcel A Utilities Easement. Purchaser hereby declares and establishes for the benefit of Parcel A a non-exclusive, perpetual easement for the purpose of giving the Owner of Parcel A the right to tap on to, use, inspect, maintain, repair and operate and extend any and all utility lines, poles, wires, pipes, transformers and other facilities necessary or appropriate to the transmission, distribution, flow and delivery of electric current, water, telephone communications and natural gas that may now or hereafter exist over, under, across or through the Access Drive and the Private Utility Easement Area, together with the right to construct, use, inspect, maintain, repair, operate and extend additional such facilities over, under, across and through the Access Drive and the Private Utility Easement Area.

Section 1.07 Parcel C Detention Pond and Drainage Facilities Easement. Purchaser hereby grants and conveys to Seller for the benefit of Parcel C a non-exclusive, perpetual easement for the purpose of draining waters emanating from Parcel C on, over, across, under and through portions of Parcel B, the Access Drive and Parcel A by giving the Owner of Parcel C the right of drainage into, over and across and the right of access to, use and maintenance of a detention pond to be constructed by Purchaser on that portion of Parcel B included within the "Drainage Easement Area" identified on Exhibit "F" attached hereto and by reference a made a part hereof, having adequate capacity to serve future development of Parcel C,

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and the right to discharge or release said water into storm sewers connected to or emanating from said detention pond, including the right to tap onto, use, inspect, maintain, repair, replace and operate any drainage pipes or any other drainage facilities over, under, across and through those portions of Parcel B, the Access Drive and Parcel A included within said Drainage Easement Area, together with the right to construct, use, inspect, maintain, repair, replace, operate and extend additional drainage pipes and other drainage facilities under, across and through those portions of Parcel B, the Access Drive and Parcel A included within said Drainage Easement Area. The waters provided for herein shall include, without limitation, rain waters, surface waters, and waters from springs and other underground sources, whether surfacing on Parcel C or whether surfacing on other property and draining across Parcel C.

Section 1.08 Parcel A Detention Pond and Drainage Facilities Easement. Purchaser hereby declares and establishes for the benefit of Parcel A a non-exclusive, perpetual easement for the purpose of draining waters emanating from Parcel A on, over, across, under and through portions of Parcel B and the Access Drive by giving the Owner of Parcel A the right of drainage into, over and across and the right of access to, use and maintenance of a detention pond to be constructed by Purchaser on that portion of Parcel B included within the "Drainage Easement Area" identified on Exhibit "F" having adequate capacity to serve future development of Parcel A, and the right to discharge or release said water into storm sewers connected to or emanating from said detention pond, including the right to tap onto, use, inspect, maintain, repair, replace, operate and extend any drainage pipes or any other drainage facilities over, under, across and through those portions of Parcel B and the Access Drive included within said Drainage Easement Area, together with the right to construct, use, inspect, maintain, repair, replace, operate and extend additional drainage pipes and other drainage facilities under, across and through those portions of Parcel B and the Access Drive included within said Drainage Easement Area. The waters provided for herein shall include, without limitation, rain waters, surface waters, and waters from springs and other underground sources, whether surfacing on Parcel A or whether surfacing on other property and draining across Parcel A.

Section 1.09 Parcel B Drainage. Purchaser hereby declares and establishes for the benefit of Parcel B a non-exclusive, perpetual easement for the purpose of draining waters emanating from Parcel B on, over, across, under and through portions of the Access Drive and Parcel A by giving the Owner of Parcel B the right to discharge the release water into storm sewers connected to or emanating from a detention pond located on Parcel B, including the right to tap on to, use, inspect, maintain, repair, replace, operate

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and extend any drainage pipes or any other drainage facilities over, under, across and through those portions of the Access Drive and Parcel A included within the Drainage Easement Area identified on Exhibit "F", together with the right to construct, use, inspect, maintain, repair, replace, operate and extend additional drainage pipes and other drainage facilities under, across and through those portions of the Access Drive and Parcel A included within said Drainage Easement Area. The waters provided for herein shall include, without limitation, rain waters, surface waters and waters from springs and/or underground sources, whether surfacing on Parcel B or whether surfacing on other property and draining across Parcel B.

Section 1.10 Nature of Easements. Unless otherwise stated herein, the easements set forth in this Article I shall be non-exclusive easements in perpetuity, running with the Land, for the benefit of and as an appurtenance to each Parcel specified as the Parcel for which the easement is intended to benefit (the "benefiting property") and binding upon each Parcel and the Access Drive specified as the property burdened with the easement (the "burdened property"). Each Owner (as hereinafter defined) may delegate the right to share its easement rights hereunder to its tenants, lessees, invitees, licensees, officers, agents, contractors and employees.

Section 1.11 Ownership and Control. In the case of each easement or other right created herein, the Owner of the benefiting property shall acquire only the limited rights to use the burdened property as set forth herein. Subject to and consistent with the easements and other rights herein created, the Owner of the burdened property shall retain ownership and control of the burdened property. All authorized users of the burdened property shall be treated consistently and without discrimination and no charges or fees shall be imposed. The Owner(s) of Parcels A, B, C and the Access Drive, or portions thereof, or their successors or successors in title, are herein referred to as the "Owners."

ARTICLE II. CONSTRUCTION

Section 2.01 Preconditions to Construction. As a precondition to the exercise of any right granted by this Agreement to construct or extend any road, walkway, path, detention pond, sanitary or storm sewer line or pipe or utility line, wire or pipe so as to allow a connection to service the benefiting property: (a) the plans and specifications for such construction; (b) the contractors to perform said work; and (c) the specific location of the facilities to be constructed; shall all be subject to the prior approval of the Owner upon whose land said construction is to be performed, which approval shall not unreasonably be withheld. The specific location of each and every facility constructed pursuant to

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this Agreement shall be selected so as to avoid any damage to vertical improvements and to minimize any damage to or interference with any horizontal improvements that may be located on the land upon which said facilities are to be constructed.

Section 2.02 Construction Requirements. Any Owner initiating any construction by virtue of this Agreement shall: (a) cause all said construction to continue in a good and workmanlike manner, uninterrupted, except for normal interruptions of weather, strikes, material shortages, and the like, until it shall have been completed in accordance with the approved plans and specifications; (b) promptly after completion of such construction, reseed or sod all portions of the land that shall have been affected by said construction and/or shall take such other reasonable actions as may be necessary or appropriate to restore said affected portions of the land to the condition of said portions immediately prior to the commencement of said construction; (c) promptly after completion of said construction, cause to be prepared and delivered to the Owner upon whose land said construction was performed three copies of an as-built survey showing the exact location of said facilities and the specific easement areas relating thereto; (d) subject to the sharing of maintenance costs as provided in Section 3.02 of this Agreement, maintain and repair said facilities so long as they shall exist; (e) subject to the sharing of construction costs as provided in Section 3.01 of this Agreement, pay promptly when due all costs incurred in said construction and other actions described in this Section; and (f) not allow any liens for work performed on or materials delivered to the land upon which such construction was performed to be placed on such land.

Section 2.03 Location of Easements. After the specific location of each facility to be constructed pursuant to any easement (other than the access easements and the sign easement) granted herein shall have been determined, the location of the easement relating to said facility shall be limited to an area extending twenty-five (25) feet on either side of said facility, or to such other reasonable area as the Owner upon whose land said construction was performed shall approve, which approval shall not be unreasonably withheld, as a temporary construction easement. At such time as construction of said facility shall have been completed, the easement area relating to said facility shall be limited to an area consisting of five (5) feet on either side of said facility, or to such other reasonable area as the Owner upon whose land said construction was performed shall approve, which approval shall not be unreasonably withheld. Once construction of each facility to be constructed pursuant to any easement granted herein shall have been completed, the Owner constructing said facility shall have no right to move or relocate said facility. However, the location and construction of some facilities shall not prohibit the Owner constructing said facilities from locating and

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constructing additional facilities on the Land in accordance with this Agreement. Without limiting the foregoing, at the request of any affected Owner, the Owners shall enter into one or more amendments of this Agreement specifically establishing the location of any easements granted herein pursuant to which facilities have been constructed in accordance herewith.

Section 2.04 Indemnification. Each Owner that shall cause any construction to be done on any portion of the Land by virtue of any easement granted hereby agrees to defend, indemnify and hold harmless the Owner of said portion of the Land, together with all other beneficiaries of this Agreement described in Section 1.10 hereof, from and against any and all claims, costs, expenses, damages, including damages to improvements, and liabilities that any Owner may incur as a result of any and all acts and omissions of said party causing said construction to be done, in connection with the use or exercise of any and all rights, privileges or immunities granted by this Agreement.

Section 2.05 Removal of Facilities. If any Owner shall construct any facility pursuant to any right granted hereby and shall thereafter abandon said facility, if and when requested by the Owner upon whose Land said facility is located, the Owner that constructed said abandoned facility shall, at its expense, remove said facility and restore the affected portions of the Land to the same or better condition than the condition of said portions of the Land on the date of this Agreement.

ARTICLE III. COSTS OF CONSTRUCTION AND MAINTENANCE

Section 3.01 Construction Costs. The Owner of Parcel A shall be responsible for the cost of paving of the driveway to be constructed over the Access Drive from San Jose Boulevard to the boundary of Parcel B. In addition, the Owner of Parcel A shall be responsible for the cost of construction of a detention pond to be constructed on Parcel B pursuant hereto and any drainage pipes or facilities over, across, under and through the Access Drive and Parcel B to the improvements to be located on Parcel A, but the Owners of Parcel B and Parcel C shall each be responsible for their respective construction costs of extending such drainage pipes or facilities to the improvements to be located on their respective Parcels B and C. The Owner of Parcel A shall be responsible for the cost of construction of any sewer or utility lines over, across, under and through the Access Drive and Parcel B to the improvements to be located on Parcel A, but the Owners of Parcel B and Parcel C shall each be responsible for their respective construction costs of extending such lines to the improvements to be located on their respective Parcels B and C.

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Section 3.02 Maintenance Costs. Except to the extent dedicated to and maintained by a governmental authority, each Owner shall share in the maintenance costs of (i) the driveway over the Access Drive, (ii) the detention pond, and (iii) the shared sewer and utility lines, in proportion to the square footage of the improvements constructed on the respective parcels, except that the Owner of Parcel B shall be responsible for the payment of Parcel A's share of the maintenance costs of the driveway. Except to the extent dedicated to and maintained by a governmental authority, the maintenance cost of any sewer line or utility line not shared by the Owners shall be borne by the Owner of the Parcel served by said line.

Section 3.04 Restoration Following Maintenance. Any Owner performing maintenance activities pursuant to this Agreement upon a portion of the Land owned by another Owner shall, upon completion of said maintenance activities, promptly reseed or sod all portions of the affected Owner's portion of the land that shall have been affected by said activities and/or shall take such other reasonable actions as may be necessary or appropriate to restore said affected portions of the Land to the condition of said portions immediately prior to the commencement of said maintenance activities.

ARTICLE IV. MISCELLANEOUS

Section 4.01 Failure to Perform Obligations. Failure to comply with any or all of the covenants set forth in this Agreement shall not entitle any Owner to terminate any easement, but shall only give rise to an action for damages.

Section 4.02 Rights Cumulative. All rights, powers and privileges conferred hereunder shall be cumulative and in addition to and not to the exclusion of those provided by law or equity.

Section 4.03 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 4.04 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid, or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to any person or circumstance other than that as to which it shall be invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 4.05 Headings. The titles of the various subdivisions of this Agreement are for convenience only and shall not be considered in construing this Agreement.

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Section 4.06 Binding Effect. All covenants contained herein shall constitute covenants running with the land. All the terms, conditions and provisions of this Agreement shall extend to, inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and upon any person or persons coming into ownership or possession of any interest in either Parcel A, Parcel B, Parcel C or the Access Drive by operation of law or otherwise.

Section 4.07 Time of Essence. Time is of the essence of this Agreement.

Section 4.08 Amendments. This Agreement may only be amended by the agreement in writing of the Owners, except that the provisions of Section 1.09 may be amended by the Owners of Parcels A and B without the consent of the Owner of Parcel C.

Section 4.09 Exculpation. Notwithstanding any other provision of this Agreement, no present or future owner or other party having any interest in any portion of the Land, nor any partner, joint venturer, or shareholder in any of said entities, shall have any personal liability for any obligations resulting from this Agreement. Any judgment that may be obtained against any such entity based on or arising out of this Agreement shall be enforceable only against said party's interest in and to the Land, together with any and all improvements that may be hereafter erected on the Land, and may not be enforced against any other assets of any such entity, or any partner, joint venturer, or shareholder in any such entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

SELLER:

Signed, sealed and delivered
in the presence of:

Hobart H. Joost, Jr.
Witness Hobart H. Joost, Jr.

By: Rita H. Joost (SEAL)
RITA H. JOOST

H. Leon Holbrook
Witness H. Leon Holbrook

[SIGNATURES CONTINUE ON NEXT PAGE]

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STATE OF FloridaCOUNTY OF Duval

The foregoing instrument was acknowledged before me
 this 18th day of July, 1991 by Rita H. Joost.

Rita H. Joost
 NOTARY PUBLIC

[NOTARY SEAL] 127

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
 My commission expires April 26, 1994

Signed, sealed and delivered
 in the presence of:

Hobart H. Joost, Jr.
 Witness Hobart H. Joost, Jr.

H. Leon Holbrook
 Witness H. Leon Holbrook

By: Marjorie N. Holbrook (SEAL)
 MARJORIE N. HOLBROOK

STATE OF FloridaCOUNTY OF Duval

The foregoing instrument was acknowledged before me
 this 18th day of July, 1991 by Marjorie N. Holbrook.

Marjorie N. Holbrook
 NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
 My commission expires April 26, 1994

[SIGNATURES CONTINUE ON NEXT PAGE]

OFFICIAL RECORDS

Signed, sealed and delivered
in the presence of:

Robert H. Gost, Jr.
Witness Robert H. Gost, Jr.

Witness H. Leon Holbrook

By: William W. Massey, Jr. (SEAL)
WILLIAM W. MASSEY, JR.

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me
this 18th day of July, 1991 by William W. Massey, Jr.

William W. Massey, Jr.
NOTARY PUBLIC

[NOTARY SEAL] 10%

My Commission Expires:

NOTARY PUBLIC OF FLORIDA
My commission expires July 28, 1994

PURCHASER:

SAN JOSE LIMITED PARTNERSHIP;
a Georgia limited partnership
(doing business in Florida as San
Jose Limited Partnership (Georgia))

By: Leon Novak
Leon Novak,
its Managing General Partner

Signed, sealed and delivered
in the presence of:

Barbara J. Schneider
Witness Barbara J. Schneider

Patti R. Crosby
Witness Patti R. Crosby

[SIGNATURES CONTINUE ON NEXT PAGE]

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STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me
this 17th day of July, 1991 by Leon Novak, managing
general partner, on behalf of San Jose Limited Partnership.

Carol G. Womack
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

August 9 1994

Notary Public, Cobb County, Georgia
My Commission Expires August 9, 1994

EXHIBIT APARCEL C

A portion of the Juan Garcia Grant, Section 39, Township 4 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right-of-way line of Loretto Road, as now established for a width of 60 feet, and the Westerly right-of-way line of State Road No. 13 (San Jose Boulevard), a variable width right-of-way now established for a width of 120 feet at this point; thence along said Westerly right-of-way line of State Road No. 13, according to deed for lands described and recorded in Official Records Volume 5945, Page 928, of the Current Public Records of said Duval County, the following courses: South 01° 25' 00" West, a distance of 642.80 feet to the point of curvature of a non-tangent curve to the left, said curve being concave to the East and having a radius of 11,509.16 feet; thence along and around said curve, through a central angle of 02° 10' 02", for an arc distance of 435.33 feet to the point of tangency of said curve, said arc being subtended by a chord which bears South 00° 03' 00" West, 435.30 feet; thence along said Westerly right-of-way line of State Road No. 13, South 00° 59' 00" East, a distance of 46.84 feet to the Southeast corner of lands described and recorded in Official Records Volume 5549, Page 1329, Current Public Records, and the Point of Beginning for this description.

From the Point of Beginning thus described, continue South 00° 59' 00" East, along the aforementioned Westerly right-of-way line of State Road No. 13, a distance of 122.06 feet; thence North 86° 22' 51" West, departing said Westerly right-of-way line of State Road No. 13, a distance of 250.80 feet; thence North 00° 59' 00" West, a distance of 100.68 feet to a point in the Southerly line of the aforementioned lands described in Official Records Volume 5549, Page 1329; thence North 88° 43' 40" East, along said Southerly line, a distance of 249.99 feet to the Point of Beginning.

Lands thus described contain 27,840 square feet or 0.6391 acres, more or less, and are subject to any and all easements, rights-of-way, restrictions, and reservations and record.

EXHIBIT BPARCEL A

A portion of the Juan Garcia Grant, Section 39, Township 4 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right-of-way line of Toretto Road, as now established for a width of 60 feet, and the Westerly right-of-way line of State Road No. 13 (San Jose Boulevard), a variable width right-of-way now established for a width of 120 feet at this point; thence along said Westerly right-of-way line of State Road No. 13, according to deed for lands described and recorded in Official Records Volume 5945, Page 928, of the Current Public Records of said Duval County, the following courses: South 01° 25' 00" West, a distance of 642.80 feet to the point of curvature of a non-tangent curve to the left, said curve being concave to the East and having a radius of 11,509.16 feet; thence along and around said curve, through a central angle of 02° 10' 02", for an arc distance of 435.33 feet to the point of tangency of said curve, said arc being subtended by a chord which bears South 00° 03' 00" West, 435.30 feet; thence along said Westerly right-of-way line of State Road No. 13, South 00° 59' 00" East, a distance of 203.90 feet to the Point of Beginning for this description.

From the Point of Beginning thus described, continue South 00° 59' 00" East, along said Westerly right-of-way line of State Road No. 13, a distance of 120.0 feet to the Northeast corner of the aforementioned lands described and recorded in Official Records Volume 5945, Page 928; thence North 82° 45' 39" West, along the Northerly line of said lands, a distance of 252.58 feet; thence North 00° 59' 00" West, a distance of 104.0 feet; thence South 86° 22' 51" East, a distance of 250.80 feet to the Point of Beginning.

Lands thus described contain 27,998 square feet or 0.643 acres, more or less, and are subject to any and all easements, rights-of-way, restrictions, and reservations and record.

EXHIBIT C**PARCEL B**

A portion of the Juan Garcia Grant, Section 39, Township 4 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right-of-way line of Loretto Road, as now established for a width of 60 feet, and the Westerly right-of-way line of State Road No. 13 (San Jose Boulevard), a variable width right-of-way now established for a width of 120 feet at this point; thence along said Westerly right-of-way line of State Road No. 13, according to deed for lands described and recorded in Official Records Volume 5945, Page 928, of the Current Public Records of said Duval County, the following courses: South 01° 25' 00" West, a distance of 642.80 feet to the point of curvature of a non-tangent curve to the left, said curve being concave to the East and having a radius of 11,509.16 feet; thence along and around said curve, through a central angle of 02° 10' 02", for an arc distance of 435.33 feet to the point of tangency of said curve, said arc being subtended by a chord which bears South 00° 03' 00" West, 435.30 feet; thence along said Westerly right-of-way line of State Road No. 13, South 00° 59' 00" East, a distance of 323.90 feet to the Northeast corner of the aforementioned lands described and recorded in Official Records Volume 5945, Page 928; thence North 82° 45' 39" West, along the Northerly line of said lands and departing said Westerly right-of-way line of State Road 13, a distance of 252.58 feet to the Point of Beginning for this description.

From the Point of Beginning thus described, continue North 82° 45' 39" West, along the Northerly line of the aforementioned lands described in Official Records Volume 5945, Page 928, a distance of 202.31 feet to a point lying in the Westerly line of lands described and recorded in Official Records Volume 3859, Page 1186, Current Public Records; thence North 01° 50' 30" West along said Westerly line, a distance of 209.74 feet to the Southerly line of lands described and recorded in Official Records Volume 5549, Page 1329, Current Public Records; thence North 88° 43' 40" East, along said Southerly line, a distance of 203.37 feet; thence South 00° 59' 00" East, a distance of 239.68 feet to the Point of Beginning.

EXCEPTING THEREFROM a parcel of land more particularly described as follows: Returning to the Point of Beginning described herein; thence North 82° 45' 39" West, along the

EXHIBIT CPARCEL B

Northerly line of aforementioned lands described in Official Records Volume 5945, Page 928, a distance of 202.31 feet to the Westerly line of aforementioned lands described in Official Records Volume 3859, Page 1186; thence North 01° 50' 30" West, along said Westerly line, a distance of 126.18 feet; thence North 88° 43' 40" East, a distance of 7.08 feet to the Point of Beginning for this description; thence continue North 88° 43' 40" East, a distance of 25.00 feet; thence South 01° 50' 30" East, a distance of 41.00 feet; thence South 88° 43' 40" West, a distance of 25.0 feet; thence North 01° 50' 30" West, a distance of 41.00 feet to the Point of Beginning for the parcel thus described, said parcel containing 1025 square feet or 0.023 acres, more or less, and being the same lands conveyed by deed recorded in Official Records Volume 6248, Page 304, and described in Official Records Volume 5648, Page 1534, Current Public Records.

Lands thus described, exclusive of all exceptions, contain 44,297 square feet or 1.017 acres, more or less, and are subject to any and all easements, rights-of-way, restrictions, and reservations of record.

EXHIBIT U

ACCESS DRIVE

A portion of the Juan Garcia Grant, Section 39, Township 4 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right-of-way line of Loretto Road, as now established for a width of 60 feet, and the Westerly right-of-way line of State Road No. 13 (San Jose Boulevard), a variable width right-of-way now established for a width of 120 feet at this point; thence along said Westerly right-of-way line of State Road No. 13, according to deed for lands described and recorded in Official Records Volume 5945, Page 928, of the Current Public Records of said Duval County, the following courses: South 01° 25' 00" West, a distance of 642.80 feet to the point of curvature of a non-tangent curve to the left, said curve being concave to the East and having a radius of 11,509.16 feet; thence along and around said curve, through a central angle of 02° 10' 02", for an arc distance of 435.33 feet to the point of tangency of said curve, said arc being subtended by a chord which bears South 00° 03' 00" West, 435.30 feet; thence along said Westerly right-of-way line of State Road No. 13, South 00° 59' 00" East, a distance of 168.90 feet to the Point of Beginning for this description.

From the Point of Beginning thus described, continue South 00° 59' 00" East, along the aforementioned Westerly right-of-way line of State Road No. 13, a distance of 35.00 feet; thence North 86° 22' 51" West, departing said Westerly right-of-way line, a distance of 250.80 feet; thence North 00° 59' 00" West, a distance of 35.00 feet; thence South 86° 22' 51" East, a distance of 250.80 feet to the Point of Beginning.

Lands thus described contain 8,749.7 square feet or 0.2009 acres, more or less, and are subject to any and all easements, rights-of-way, restrictions, and reservations and record.

EXHIBIT EPRIVATE UTILITY EASEMENT

A portion of the Juan Gracia Grant, Section 39, Township 4 South, Range 27 East, Duval County, Florida, being more particularly described as follows: For a Point of Reference COMMENCE at the intersection of the Southerly right of way line of Loretto Road, as now established for a width of 60 feet, and the Westerly right of way line of State Road No. 13 (San Jose Boulevard), a variable width right of way as now established for a width of 120 feet at this point; thence along said Westerly right of way line of State Road No. 13, according to deed for lands described and recorded in Official Records Volume 5945, Page 928 of the Current Public Records of said Duval County, Florida, the following courses: South 01°25'00" West, a distance of 642.80 feet to the Point of Curvature of a non-tangent curve to the left, said curve being concave to the East and having a radius of 11,509.16 feet; thence along and around said curve, through a central angle of 02°10'02", for an arc distance of 435.33 feet to the Point of Tangency of said curve, said arc being subtended by a chord which bears South 00°03'00" West, 435.30 feet; thence along said Westerly right of way line of State Road No. 13, South 00°59'00" East, a distance of 323.90 feet to the Northeast corner of the aforementioned lands described and recorded in Official Records Volume 5945, Page 926; thence North 82°45'39" West, along the Northerly line of said lands and departing said Westerly right of way line of State Road No. 13, a distance of 252.58 feet to a point hereinafter referred to as Reference Point "A"; thence continue North 82°45'39" West, along the Northerly line of aforementioned lands described in Official Records Volume 5945, Page 928, a distance of 202.31 feet to the Westerly line of aforementioned lands described in Official Records Volume 3859, Page 1186; thence North 01°50'30" West, along said Westerly line, a distance of 126.18 feet; thence North 88°43'40" East, 47.08 feet; thence South 01°50'30" East, 6.00 feet to the POINT OF BEGINNING; thence South 46°50'30" East, 15.90 feet; thence South 86°55'21" East, 143.90 feet; thence South 00°59'00" East, 30.08 feet to a point which lies North 00°59'00" West, 98.00 feet from the aforementioned Reference Point "A"; thence North 86°55'21" West, 150.36 feet; thence South 43°43'40" West, 13.00 feet; thence South 88°43'40" West, 10.00 feet to a point situate in the Easterly line of that certain utility easement, as recorded in Official Records Volume 6246, Page 961 of said Current Public Records; thence North 05°25'47" West, along said last mentioned line, 14.95 feet to a point situate in the South line of those certain lands described in Official Records Volume 6248, Page 304 of said Current Public Records; thence North 88°43'40" East, along said last mentioned line, 0.86 feet to the Southeast corner of said last mentioned lands; thence North 01°50'30" West, along the Easterly line of said last mentioned lands, 16.00 feet; thence North 88°43'40" East, 15.00 feet; thence North 01°50'30" West, 19.00 feet to the POINT OF BEGINNING.

Containing 0.1188 acres, more or less.

EXHIBIT F

DRAINAGE EASEMENT

A portion of the Juan Garcia Grant, Section 39, Township 4 South, Range 27 East, Duval County, Florida, being more particularly described as follows: For a Point of Reference COMMENCE at the intersection of the Southerly right of way line of Loretto Road, as now established for a width of 60 feet, and the Westerly right of way line of State Road No. 13 (San Jose Boulevard, a variable width right of way now established for a width of 120 feet at this point; thence along said Westerly right of way line of State Road No. 13, according to deed for lands described and recorded in Official Records Volume 5945, Page 928 of the Current Public Records of said Duval County, the following courses: South 01°25'00" West, 542.80 feet to the Point of Curvature of a non-tangent curve to the left, said curve being concave to the East and having a radius of 11,509.16 feet; thence along and around said curve, through a central angle of 02°10'02", for an arc distance of 435.33 feet to the Point of Tangency of said curve, said arc being subtended by a chord which bears South 00°03'00" West, 435.30 feet; thence along said Westerly right of way line of State Road No. 13, South 00°59'00" East, 46.84 feet to the Southeast corner of lands described and recorded in Official Records Volume 5549, Page 1329 of said Current Public Records; thence South 88°43'40" West, along the Southerly line of said last mentioned lands, 249.99 feet for a POINT OF BEGINNING; thence South 00°59'00" East, 108.68 feet; thence South 86°22'51" East, 40.00 feet; thence South 68°16'42" East, 201.77 feet; thence South 38°40'52" East, 39.22 feet to a point situate in said Westerly right of way line of State Road No. 13; thence South 00°59'00" East, along said Westerly right of way line, 40.88 feet to a point which lies North 00°59'00" West, 14.12 feet from the Northeast corner of said lands described in Official Records Volume 5945, Page 928 of said Current Public Records; thence North 38°40'52" West, 75.09 feet; thence North 68°16'42" West, 183.17 feet; thence North 86°22'51" West, 55.27 feet; thence North 00°59'00" West, 47.03 feet; thence South 88°43'40" West, 152.17 feet to the Easterly line of that certain 25 foot utility easement, as recorded in Official Records Volume 5587, Page 1434 of said Current Public Records; thence North 01°50'30" West, along said last mentioned line, 80.00 feet to a point situate in said Southerly line of said lands described in Official Records Volume 5549, Page 1329; thence North 88°43'40" East, along said last mentioned line, 173.37 feet to the POINT OF BEGINNING.

Containing 0.4777 acres, more or less.

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