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Rec - 195.000

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR DEERWOOD LAKE

THIS DECLARATION is made this 23 day of May, 2002, by DEERWOOD LAKE, L.L.C., a Florida limited liability company (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, 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.

2002/24/23

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.** The Deerwood Lake Property Owners' Association, Inc., a Florida corporation not-for-profit and its successors and assigns. 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.

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Section 2.3 **Building Site**. Each separate parcel of land within the Property, as hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements designed for office, retail, wholesale, hotel, motel, restaurant, warehouse, entertainment, recreational, service, industrial, multi-family, or other similar use. No Building Site shall include any portion of the Common Area or any other portion of the Property owned by the Association.

Section 2.4 **Common Area**. All real property (including easements, licenses and rights to use real property) 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 2.5, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.5 **Developable Acreage**. Those portions of the Property or any Building Site which are not within any areas which are considered to be wetlands by the St. Johns River Water Management District or the U.S. Army Corps of Engineers and therefore not developable without mitigation. Developable Acreage shall include any wetlands areas which become developable by virtue of mitigation or otherwise, and shall not include any uplands areas which become undevelopable because they are used for mitigation of wetlands impacts or which are subjected to a conservation easement or similar restriction.

Section 2.6 **Developer**. Deerwood Lake, L.L.C. 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 Deerwood Lake, L.L.C. as the Developer of the Property is not intended and shall not be construed, to impose upon Deerwood Lake, L.L.C. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Building Sites within the Property from Deerwood Lake, L.L.C. and develop and resell the same.

Section 2.7 **Owner**. The record owner or owners of any Building Site.

Section 2.8 **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 Section 3.2 and 3.3 of this Declaration.

Section 2.9 **Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control stormwater discharges which occur as a result of 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. For purposes of this Declaration, the Stormwater Management System shall be deemed to be a part

of the Common Area and shall include only such facilities as are required under the master stormwater permit obtained by Developer which are located within the Common Area. The Stormwater Management System shall not include any of such facilities which are not included within the master stormwater permit which was obtained by Developer and are not within the Common Area, or which serve less than all of the Property unless the Board determines otherwise.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner, by becoming an Owner, 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 substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V of this Declaration, and (c) such addition does not materially and adversely affect the value of any Building Site. 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.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at anytime, or from time to time, portions of the Property from the terms and effect of this Declaration, provided such withdrawal does not materially and adversely affect the value of any Building Site. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid 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 withdrawn.

ARTICLE IV
RESERVED EASEMENTS AND 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. Developer may convey all or any part of the Common Area to the Association on such earlier date as Developer may determine. Upon the recordation of any deed or deeds conveying Common Area to the Association and provided that such lands are free and clear of any liens, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Owners' Easement of Enjoyment.** Developer hereby grants, declares and reserves for Developer, each Owner and the Association a right and easement of use and enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the Building Site of such Owner, and which shall be 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 providing the service which the Common Area is intended to provide;

(b) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners;

(c) 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 Planned Unit Development Ordinance (the "PUD") for the Property;

(d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted from time to time by the Developer or the Association;

(e) The rights of the Developer under Section 4.3 to add land 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 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 or any right to engage in any other use of the Stormwater Management System.

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 substantially contiguous to the Property (for purposes of this Section 4.3, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially 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 would materially and adversely affect access, ingress, egress, availability of utilities, 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 which shall not be unreasonably withheld. 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 but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.5 hereof, or subsequently designated as such by the Developer pursuant to Section 2.5 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. Except for (i) improvements installed by Owners, and (ii) 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, and except as otherwise provided herein, 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 situated on the Common Area, if any. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and 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"), or Duval County, or the City of Jacksonville, Florida, and in accordance with the PUD for the Property. The Association shall be responsible for the maintenance, operation and

repair of specific portions of the Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof. Maintenance of the 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 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, 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 Maintenance by Owners. The Owner of each Building Site shall maintain at such Owner's cost the landscaping located between such Owner's Building Site and the back of the curb of any adjacent roadway (either public or part of the Common Area); and shall irrigate and maintain at such Owner's cost the landscaping located between such Owner's Building Site and the edge of any lake which is part of the Stormwater Management System. Such areas shall be maintained in a neat and attractive condition. In addition, should the Association fail to maintain the Stormwater Management System in accordance with applicable permits, or fail to maintain Common Areas in good condition and repair, or should any Owner fail to maintain any part of the Common Area for which such Owner is responsible under this Section 4.5, any Owner (and the Association with respect to areas to be maintained by an Owner) may, after written notice to all other Owners (at their respective addresses as shown on the Duval County tax rolls) may so maintain the Stormwater Management System and Common Areas and shall have the rights and powers of the Association in collecting the reasonable costs thereof from the Owners liable for such costs.

Section 4.6 Easement for Maintenance Purposes. The Developer hereby grants, declares and reserves for itself, the Owners, and the Association, and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to, and construction and maintenance of the Common Area, including the Stormwater Management System, or other portions of the Property to be maintained by Association in accordance with the requirements of this Declaration or as provided by law. The easement reserved 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 reserved 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

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Building Site within the Property hereby covenants, and by acceptance of title thereto, whether or not it shall be so expressed in any deed or other conveyance, including, but

not limited to, 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, costs of collection thereof (including reasonable attorneys' fees), any fines levied by the Association, and any costs incurred by the Association as the result of the failure of any Owner to perform its obligations hereunder, and damages suffered 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 at the time of such assessment. 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 5.2 Purpose of Assessments.

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and all other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, to provide common services to the Owners, 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 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 or any portion of the Stormwater Management System as permitted by the St. Johns River Water Management District, including all operation, sampling, testing, monitoring and maintenance requirements as specified by said 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.

(b) The Board 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 5.3 hereof.

Section 5.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board 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 pro rata share of annual and special assessments based upon Developable Acreage as provided in subparagraph (b) hereof. Except as hereafter provided, the annual assessment amount for each Developable Acre is hereby established to be, and shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) per Developable Acre. From and after December 31, 2002, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Developable Acre. Further, by a vote of not less than three-fifths of the members of the Board, the foregoing assessment amount per Developable Acre may be increased above the ten

percent (10%) limitation set forth in this Section 5.3. For purposes of determining the amount of any increase in annual assessments, the amount of any special assessment or Area Assessments (as such term is defined in Section 5.4 hereof) shall not be taken into account. The total amount of each special assessment shall be allocated to the benefitted Building Sites based upon the Developable Acreage of the benefitted Building Sites.

(b) The share of the total annual assessment and any special assessments imposed by the Board pursuant to this Declaration shall be allocated among the Owners of the Building Sites based upon the Developable Acreage within the Building Site, compared to the Developable Acreage within the Property which is subject to Assessment as determined by the Board. Provided, however, that the cost of maintaining common area roadways shall be apportioned only among the Building Sites located south of Touchton Road based upon the relative Developable Acreages within such Building Sites located south of Touchton Road.

(c) 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 collectible in advance on a periodic basis established by the Board from time to time. Special assessments shall be collectible in advance in the manner established by the Board at the time such special assessments are authorized.

Section 5.4 Area Assessments. The Board may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time, which benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Building Sites located within such portions of the Property, based upon the allocations established by Section 5.3 hereof. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.4 shall be determined by the Board in its discretion.

Section 5.5 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. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings on behalf of the Association. 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.

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 be come 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 5.6 **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 the Building Site shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee or other party acquiring the Building Site on a pro rata basis. No such 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 its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 5.7 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) 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 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 in the Property 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 Sites within the Property.

ARTICLE VI EASEMENTS

Section 6.1 **Access Easement.** Developer hereby reserves and grants to the Association and each Owner as an appurtenance to the Property, and the Developer, the Association, and each Owner shall have, a non-exclusive easement for vehicular and pedestrian access and utilities over, under, on and across the roadways and sidewalks described on Exhibit B attached hereto. The easements granted and reserved hereby shall include the tenants, subtenants, licensees, employees, agents, guests and invitees of the easement holder. Such

easement shall terminate upon dedication of all or any portion of the roadway to the City of Jacksonville as to the portion thereof dedicated. Developer shall have the right, from time to time, and at Developer's sole discretion, to relocate any portions of such roadway as are located on lands owned by Developer to other lands owned by Developer, provided that no such relocation shall materially adversely affect the ability of any Owner to utilize such Owner's Building Site. By recording a Supplementary Declaration in the public records of Duval County, Florida, Developer may describe all or any part of such roadway by a metes and bounds legal description and limit that portion of the easement to the lands so described. Until all or any portion of such roadway is dedicated to the City of Jacksonville, the Association shall be responsible for the maintenance of the undedicated portions of the roadway and the cost of such maintenance shall be an Association expense.

Section 6.2 **Drainage Easement.** Developer hereby reserves an easement for stormwater drainage over, under, on and across the Property. Such easement is reserved to allow stormwater drainage from Common Areas, public roads and facilities, and Building Sites to access the stormwater retention area and to provide an outfall from the stormwater retention area. Stormwater drainage facilities shall not be located under or within 20 feet of any vertical improvement located on a Building Site. The Owner of a Building Site shall have the right, at such Owner's cost, to relocate any stormwater drainage facilities located on such Owner's Building Site, provided that such relocation does not materially adversely affect the functionality of such facilities. Any party utilizing such stormwater drainage easement shall, upon completion of any work, promptly restore the surface of the affected land to its prior condition. Developer shall have the right, from time to time, to reduce the easement reserved hereby to specific portions of the Property by legal description, and to release portions of the Property from this easement. The cost of and responsibility for maintenance of any drainage facilities which are not part of the Common Property (as determined by the Association in its sole discretion) shall be borne by the party or parties utilizing such facilities. Upon written request of the Owner of a Building Site, and provided that all stormwater drainage facilities which serve or will be needed to serve other portions of the Property which are or will be located on such Building Site have been located and completed, Developer shall execute such instruments as may reasonably be requested to reduce the area of the easement reserved in this Section 6.2 to a defined area which encompasses such facilities and areas reasonably required to operate, maintain, repair and replace such facilities.

ARTICLE VII

USE RESTRICTIONS AND RIGHTS AND EASEMENTS

RESERVED BY DEVELOPER

Section 7.1 **Use Restrictions.** No part of the Property shall be used for the following: a skating rink, bowling alley, adult book or video store, a so-called head shop, funeral parlor, flea market, bingo parlor, automobile sales, car wash (except in conjunction with another use which is not prohibited), or for auto repair, maintenance, painting or accessorizing. Except for boats involved in the maintenance of the Stormwater Management System, no motorized boats or vessels shall be used on any part of the Stormwater Management System. No owner of any part of the Common Areas may utilize such owned portion of the Common Area in a manner which adversely affects the rights of the other Owners. No owner of any part of the Common Areas

may construct any improvement thereon (other than landscaping) without the prior, written consent of Developer. Any owner of a part of the Common Area which constructs improvements on such part of the Common Area shall be solely responsible for maintaining such improvement in good order and repair, and shall indemnify and hold harmless the Developer and the Association from and against any and all loss, cost and liability, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from such improvement. No owner of any part of the Common Area shall alter or remove any part of the common facilities located thereon without the prior, written consent of the Developer; provided, however, that the foregoing shall not prohibit the making of repairs after such notice as may be reasonable under the circumstances.

Section 7.2 **Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to file any additional covenants and restrictions with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 7.3 **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 7.4 **Drainage Flow.** Stormwater 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, including, but not limited to, 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 a Building Site which are not located within a specific easement area designated in a recorded instrument or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 7 to the contrary, neither the Developer nor the Association nor any Owner shall take any action which shall alter the Stormwater Management System beyond maintenance in its original condition without the prior written approval of the SJRWMD. Upon completion of such work, the party performing the same shall restore the work area to its condition prior to such work, as nearly as practical.

Section 7.5 **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 7.6 **Rules and Regulations.** The Association, acting through its Board, shall have the right from time to time to adopt and amend reasonable rules and regulations pertaining to traffic control on the roadways within the Common Area and the orderly use of the Common Area, which shall be consistent with the provisions of this Declaration.

ARTICLE VIII **ARCHITECTURAL CONTROL**

Section 8.1 **Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including without limitation, any building, sign, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Building Site, or upon the Common Area, 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 or the Developer's designee. 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 architectural and signage criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) 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 fifteen (15) days of each submission and shall specify the reasons for any disapproval. Plans and specifications shall be deemed approved if not disapproved by Developer within fifteen (15) days after proper submittal. 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.

Section 8.2 **Review Procedures.** The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article VIII:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to the architectural review to be conducted by the Developer which shall be applicable to all or any portions of the Property. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article VIII. The Developer may also require submission of samples of building

materials proposed for use on any Building Site, and may require 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 Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VIII, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Building Site, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article VIII.

Section 8.3 **Variance**. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is 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 is 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 architectural criteria covered by the variance, nor shall it affect 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 8.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article VIII to the Association, which upon such assignment shall automatically assume all of the Developer's obligations under this Article VIII. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Board. The ARB shall thereafter be authorized to exercise all rights of architectural control authorized by this Article VIII.

Section 8.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article VIII, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections,

permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

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 PERMITS ISSUED BY THE ACOE AND 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 COURT COSTS AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE 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
GENERAL PROVISIONS

Section 10.1 **Developer's Reserved Rights Regarding 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 10.1, shall be dispositive for all purposes; provided nothing contained in this Section 10.1 shall authorize the Developer to take any action with respect to any Building Site which is not part of the Common Area or owned by the Developer without the consent of the owner thereof, which consent shall not be unreasonably withheld or delayed.

Section 10.2 Remedies for Violations.

10.2.1 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 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.

10.2.2 **Fines.** In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) **Enforcement Committee:** The Board shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) **Hearing:** The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 10.3 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 10.4 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 10.5 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 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. 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 10.6 **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 10.7 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 10.9 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, 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 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 LOT 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 17th day of May, 2001.

Signed, sealed and delivered in the presence of:

Charles L. Cranford
Name Printed: ~~CHARLES L. CRANFORD~~

Margaret P. Bailey
Name Printed: Margaret P. Bailey

Charles L. Cranford
Name Printed: CHARLES L. CRANFORD

Margaret P. Bailey
Name Printed: Margaret P. Bailey


DEERWOOD LAKE, L.L.C.

By: Wallace R. Devlin
Managing Member

By: Michael F. Balanky
Managing Member

STATE OF FLORIDA }
COUNTY OF Duval }


The foregoing instrument was acknowledged before me this 17th day of May, 2002, by Wallace R. Devlin, the Managing Member of Deerwood Lake, L.L.C., a Florida limited liability company, on behalf of the Company, who is personally known to me, ~~or who has produced _____~~ for identification.

 Judy V Buckner
My Commission DD088795
Expires February 03, 2006

Judy V. Buckner
(Print Name Judy V. Buckner)
NOTARY PUBLIC, State of Florida at
Large
Commission # DD088795
My Commission Expires: 2/3/06

STATE OF FLORIDA }
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 22 day of May, 2002, by Michael F. Balanky, the Managing Member of Deerwood Lake, L.L.C., a Florida limited liability company, on behalf of the Company, who is personally known to me or who has produced _____ for identification.

 **CHARLES L. CRANFORD**
MY COMMISSION # CC 973891
EXPIRES: October 8, 2004
Bonded Thru Notary Public Underwriters

Charles L. Cranford
(Print Name _____)
NOTARY PUBLIC, State of Florida at
Large
Commission #
My Commission Expires:

JOINDER AND CONSENT

FAIRFIELD FINANCIAL SERVICES, INC., a Georgia corporation, the owner and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 10230, page 23, and that certain Financing Statement recorded in Official Records Book 10230, page 41, both in the current public records of Duval County, Florida (the "Security Instruments"), hereby joins in and consents to this Declaration for the purpose of subordinating the lien of the Security Instruments to the terms, conditions, easements and restrictions contained in the Declaration.

Dated May 15, 2002.

FAIRFIELD FINANCIAL SERVICES, INC.

By: [Signature]
Printed: James O. DeWitt
Its: Vice Chairman

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 15th day of May, 2002, by James O. DeWitt, the Vice Chairman of Fairfield Financial Services, Inc., a Georgia corporation, on behalf of the corporation, who is personally known to me or who has produced _____ for identification.

[Signature]
(Print Name _____)
NOTARY PUBLIC, State of _____
at Large
Commission # _____
My Commission Expires: _____



EXHIBIT B
COMMON AREAS

1. A perpetual, non-exclusive easement for pedestrian and vehicular access, ingress and egress, stormwater drainage and utilities over, under, on and across the lands described in Exhibit B-1 attached hereto and made a part hereof, together with the right to construct, use, operate, maintain and repair roadways, sidewalks, utilities and other improvements for the exercise of the rights granted herein.

2. A perpetual, non-exclusive easement for stormwater drainage and retention, and utilities over, under, on and across the lands described in Exhibit B-2 attached hereto and made a part hereof, together with the right to construct, use, operate, maintain and repair stormwater drainage and retention facilities and utilities and other improvements for the exercise of the rights granted herein.

3. A perpetual, non-exclusive easement for stormwater drainage, water, sewer and other utilities over, under, on and across the lands described in Exhibit B-3 attached hereto, together with the right to construct, use, operate, maintain and repair water, sewer and other utilities and related improvements for the exercise of the rights granted herein.

EXHIBIT A

PARCEL 1
SOUTH PARCEL

That portion of the following described lands located north of the south ½ of Lot 49, **A.B. CAMPBELL'S SUBDIVISION**, as recorded in Deed Book "AQ", pages 260 and 261 of **TIGER HOLE PLANTATION**:

A parcel of land, being a portion of Lots 22, 23, 36, 37, 49, 56 and 60, together with that portion of those two (2) Un-Named 40 foot wide Road Right of Way, (which are not physically open at this time), lying between aforesaid Lots 22, 23 and Lots 36, 37 and between Lots 49 and 56, all as shown on the plat of **A.B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION**, as shown on the plat thereof, recorded in Deed Book "AQ", page 260 and 261 of the Former Public Records of Duval County, Florida, said parcel of land lying within the Francis Richard Grant, Section 56, and in Section 1, all in Township 3 South, Range 27 East, City of Jacksonville, Duval County, Florida; said parcel of land being more particularly described as follows:

For a **POINT OF REFERENCE, COMMENCE** at the intersection of the Westerly Right of Way line of **SOUTHSIDE BOULEVARD, STATE ROAD NO. 115**, (a Variable Width Public Road Right of Way), with the Southerly Right of Way line of **TOUCHTON ROAD, (COUNTY ROAD NO. 3117**, an 80 foot Public Road Right of Way, as shown on the City of Jacksonville Right of Way Maps), and run thence South 89°30'28" West, along the Southerly Right of Way line of said **TOUCHTON ROAD**, a distance of 221.91 feet, to a point on the Easterly line of said Lot 36, **A.B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION**, to the Westerly line of that Warranty Deed recorded in Official Records Volume 9729, page 80 of the Current Public Records of said Duval County, Florida, (also being the Easterly line of those lands described and recorded in that Warranty Deed recorded in Official Records Volume 6735, pages 2070 through 2072, inclusively of said Current Public Records of said County); continue South 89°30'28" West, along said Southerly Right of Way line, a distance of 25.51 feet, to the Westerly line of those lands described and recorded in that Special Warranty Deed recorded in Official Records Volume 9950, page 95 of the Current Public Records of said County, and the **POINT OF BEGINNING**.

From the **POINT OF BEGINNING** thus described, and departing from aforesaid Southerly Right of Way line of **TOUCHTON ROAD**, run, along the Westerly and then Southerly boundary of said Lands in the aforesaid Special Warranty Deed recorded in Official Records Volume 9950, page 95 of the Current Public Records of said County, the following two (2) Courses and Distances:

Course No. 1: South 11°55'54" East, a distance of 340.60 feet, to a point, being the Southwest corner of aforesaid Special Warranty Deed, recorded in Official Records Volume 9950, page 95 of the Current Public Records

Course No. 2: run thence North 83°41'42" East, a distance of 25.12 feet, to a point on the aforesaid Easterly boundary of the plat of **A.B. CAMPBELL'S SUBDIVISION OF**

TIGER HOLE PLANTATION, and to a point on the Easterly line of those lands described and recorded in that Warranty Deed recorded in Official Records Volume 6735, pages 2070 through 2072, inclusively of said Current Public Records of said County, said point also being the Southwest corner of those lands described and recorded in Official Records Volume 9447, page 1098 of the Current Public Records of said County; continue thence, North 83°43'52" East, along the Southerly line of last said lands, a distance of 183.48 feet, to a point on the Westerly Right of Way line of **SOUTHSIDE BOULEVARD**, (also known as **STATE ROAD No. 115**, a Variable Width Road Right of Way, as presently established), said point also being on the arc of a curve, leading Southerly; thence Southerly, along and around the arc of a curve, being concave Easterly, and having a radius of 11,559.16 feet, through a central angle of 07°36'25" to the left, an arc distance of 1,534.69 feet, to a point on the Southerly line of said Section 1, last said arc being subtended by a chord bearing and distance of South 10°09'10" East, 1,533.56 feet; run thence South 89°31'47" West, along the Southerly line of said Section 1, a distance of 137.72 feet, to a point on the Easterly boundary of **A.B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION**, (also being the Easterly line of those lands described and recorded in that Warranty Deed recorded in Official Records Volume 6735, pages 2070 through 2072, inclusively of said Current Public Records of said County, and also being the Easterly boundary of the Francis Richard Grant, Section 56); run thence, along last said line the following three (3) Courses and Distances: Course No. 1: South 04°25'22" West, a distance of 1,835.92 feet, to a found Concrete Monument; Course No. 2: South 05°57'12" West, a distance of 3,335.29 feet, to a found Concrete Monument; Course No. 3: South 60°12'45" West, a distance of 6.19 feet, to a found Iron Pipe at the Northerly Right of Way line of **STATE ROAD No. 202**, also known as **J. TURNER BUTLER BOULEVARD**, (a Limited Access Road Right of Way), as per that Special Warranty Deed and Termination and Release of Access Rights recorded in Official Records Volume 9068, pages 1893 through 1897 (Parcel 1A) of the Current Public Records of said Duval County, Florida; run thence North 89°47'26" West, along last said line, a distance of 1,080.84 feet, to a point on the Easterly line of that 40 foot wide Drainage Right of Way, as per that Instrument recorded in Official Records Volume 1044, page 437 of the Current Public Records of said Duval County, Florida; run thence North 00°45'21" West, along last said line, a distance of 6,957.83 feet, to a point on the aforesaid Southerly Right of Way line of **TOUCHTON ROAD**; run thence North 89°30'28" East, along said Southerly Right of Way line, a distance of 1,255.17 feet, to the **POINT OF BEGINNING**.

PARCEL 2
NORTH PARCEL

A parcel of land, being a portion of Lots 22, 23, 24, 25 and 26, as shown on the plat of **A.B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION**, as shown on the plat thereof, recorded in Deed Book "AQ," page 260 and 261 of the Former Public Records of Duval County, Florida, said parcel of land lying within the Francis Richard

Grant, Section 56, Township 3 South, Range 27 East, City of Jacksonville, Duval County, Florida; said parcel of land being more particularly described as follows:

For a **POINT OF BEGINNING, BEGIN** at the Southwest corner of Lot 1, **LAKEMONT UNIT II**, as shown on the plat thereof, recorded in Plat Book 46, pages 42, 42A and 42B of the Current Public Records of said Duval County, Florida, said point also being on the Easterly Right of Way line of **BELFORT ROAD**, (a 66 foot Public Road Right of Way, as presently established); run thence, along the Southerly boundary of said **LAKEMONT UNIT II**, the following two (2) Courses and distances: Course No. 1: North $89^{\circ}13'23''$ East, a distance of 642.05 feet, to a point; Course No. 2: North $89^{\circ}41'53''$ East, a distance of 788.27 feet, to a found Concrete Monument demarcating the Southeast corner of said **LAKEMONT UNIT II**; run thence North $00^{\circ}23'45''$ West, along the Easterly boundary of said **LAKEMONT UNIT II**, a distance of 329.97 feet, to a found Concrete Monument demarcating the Northeast corner of said **LAKEMONT UNIT II**, and the Southerly boundary line of the plat of **BRACKRIDGE**, as recorded in Plat Book 23, pages 40 and 40A of the Current Public Records of said Duval County, Florida; run thence, along the aforesaid Southerly boundary line of the plat of **BRACKRIDGE**, the following two (2) Courses and distances: Course No. 1: North $89^{\circ}43'37''$ East, a distance of 526.86 feet, to a point; Course No. 2: South $89^{\circ}57'32''$ East, a distance of 1,352.02 feet, to a point on the Easterly boundary of **A.B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION**; run thence South $11^{\circ}55'54''$ East, along last said line, a distance of 811.54 feet, to a point on the Northerly Right of Way line of **TOUCHTON ROAD**, (COUNTY ROAD No. 3117, an 80 foot Public Road Right of Way, as shown on the City of Jacksonville Right of Way Maps); run thence South $89^{\circ}30'28''$ West, along said Northerly Right of Way line of said **TOUCHTON ROAD**, a distance of 1,154.86 feet, to a point on the Easterly line of those lands described and recorded in that Warranty Deed recorded in Official Records Volume 4837, page 1118; run thence, North $00^{\circ}46'10''$ West, along the Easterly line thereof, a distance of 110.00 feet, to a point; run thence, South $89^{\circ}30'28''$ West, along the Northerly line of said lands described and recorded in Official Records Volume 4837, page 1118, and then along the Northerly line of lands described and recorded in Official Records Volume 1354, page 209, and then along the Northerly line of said lands described and recorded in Official Records Volume 925, page 156, all of the Current Public Records, a distance of 2,145.95 feet, to a point; continue thence, along the Northerly line of said lands recorded in Official Records Volume 925, page 156 of the Current Public Records, the following two (2) Courses and Distances: Course No. 1: North $77^{\circ}44'58''$ West, a distance of 71.76 feet, to a point; Course No. 2: South $89^{\circ}34'43''$ West, a distance of 96.20 feet, to a point on the Easterly Right of Way line of **BELFORT ROAD**, (a 66 foot Public Road Right of Way, as presently established); run thence, along said Easterly Right of Way line of **BELFORT ROAD**, the following two (2) Courses and Distances: Course No. 1: thence Northerly, along and around the arc of a curve, concave Westerly, and having a radius of 1,942.86 feet, through a central angle of $00^{\circ}53'58''$ to the left, an arc length of 30.50 feet, to the point of tangency of last said arc, said arc being subtended by a chord bearing and distance of North $00^{\circ}35'58''$ West, 30.50 feet; Course No. 2: thence North $01^{\circ}02'57''$ West, a distance of 323.16 feet, to the

Southwest corner of said Lot 1, LAKEMONT UNIT II, and the POINT OF BEGINNING.

Less and except from said Parcel 2 the following described Parcel:

A parcel of land, being a portion of Lots 22, 23, 24, 25 and 26, as shown on the plat of A. B. Campbell's subdivision of tiger hole plantation, as shown on the plat thereof, recorded in Deed Book "AQ", pages 260 and 261 of the former public records of Duval County, Florida, said parcel of land lying within the Francis Richard Grant, Section 56, Township 3 South, Range 27 East, City of Jacksonville, Duval County, Florida, said parcel of land being more particularly described as follows:

For a point of beginning, begin at the southwest corner of Lot 1, Lakemont Unit 11, as shown on the plat thereof, recorded in Plat Book 46, pages 42, 42a and 42b of the current public records of said Duval County, Florida, said point also being on the easterly right of way line of Belfort Road, (a 66 foot public road right of way, as presently established: run thence, along the southerly boundary of said Lakemont Unit 11, the following two (2) courses and distances; course no. 1: North 89°13'23" East, a distance of 642.05 feet, to a point; course no. 2: North 89°41'53" East, a distance of 788.27 feet, to a found concrete monument demarcating the southeast corner of said Lakemont Unit 11; run thence North 00°23'45" West, along the easterly boundary of said Lakemont Unit 11, a distance of 329.97 feet, to a found concrete monument demarcating the northeast corner of said Lakemont Unit 11, and the southerly boundary line of the plat of Brackridge, as recorded in plat book 23, pages 40 and 40a of the current public records of said Duval county, Florida; run thence, along the aforesaid southerly boundary line of the plat of Brackridge, the following two (2) courses and distances; Course No. 1: North 89°43'37" East, a distance of 526.86 feet, to a point; Course No. 2: South 89°57'32" East, a distance of 1,352.02 feet, to a point on the easterly boundary of a. B. Campbell's subdivision of tiger hole plantation; run thence South 11°55'54" East, along last said line, a distance of 97.57 feet, to a point; run thence South 78°04'06" West, a distance of 116.51 feet, to a point; run thence South 06°28'52" West, a distance of 213.40 feet, to a point; run thence South 67°41'51" West, a distance of 25.32 feet, to a point; run thence North 36°16'56" West, a distance of 130.15 feet, to a point; run thence South 53°05'54" West, a distance of 160.44 feet, to a point; run thence South 25°01'07" West, a distance of 116.58 feet, to a point; run thence South 18°47'38" East, a distance of 58.97 feet, to a point; run thence South 02°19'28" West, a distance of 58.70 feet, to a point; run thence South 69°28'34" East, a distance of 137.14 feet, to a point; run thence South 19°13'26" East, a distance of 125.76 feet, to a point; run thence South 00°29'32" East, a distance of 54.81 feet, to a point on the northerly right of way line of Touchton Road, (County Road no. 3117, an 80 foot public road right of way, as shown on the City of Jacksonville right of way maps); run thence South 89°30'28" West, along said northerly right of way line of Touchton Road, a distance of 757.73 feet, to a point on the easterly line of those lands described and recorded in that warranty deed recorded in official records volume 4837, page 1118; run thence North 00°46'10" West, along the easterly line thereof, a distance of 110.00 feet, to

a point; run thence South $89^{\circ}30'28''$ West, along the northerly line of said lands described and recorded in official records volume 4837, page 1118, and then along the northerly line of lands described and recorded in official records volume 1354, page 209, and then along the northerly line of lands described and recorded in official records volume 925, page 156, all of the current public records, a distance of 2,145.95 feet, to a point; continue thence, along the northerly line of said lands recorded in official records volume 925, page 156 of the current public records, the following two (2) courses and distances; Course No. 1: North $77^{\circ}44'58''$ West, a distance of 71.76 feet, to a point; Course No. 2: South $89^{\circ}34'43''$ West, a distance of 96.20 feet, to a point on the easterly right of way line of Belfort Road, (a 66 foot public road right of way, as presently established); run thence, along said easterly right of way line of Belfort Road, the following two (2) courses and distances; Course No. 1: thence northerly, along and around the arc of a curve concave westerly, and having a radius of 1,942.86 feet, through a central angle of $00^{\circ}53'58''$ to the left, an arc length of 30.50 feet, to the point of tangency of last said arc, said arc being subtended by a chord bearing and distance of North $00^{\circ}35'58''$ West, 30.50 feet; Course No. 2: thence North $01^{\circ}02'57''$ West, a distance of 323.16 feet, to the southwest corner of said Lot 1, Lakemont Unit 11, and the point of beginning.

Exhibit B-1
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PARCEL 1:

EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITY PURPOSES

A PARCEL OF LAND, BEING A PORTION OF LOTS 36 AND 49, AS SHOWN ON THE PLAT OF A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION, AS SHOWN ON THE PLAT THEREOF, RECORDED IN DEED BOOK "AQ", PAGES 260 AND 261 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND LYING WITHIN THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF **SOUTHSIDE BOULEVARD**, ALSO KNOWN AS **STATE ROAD No. 115**, (A VARIABLE WIDTH ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), WITH THE SOUTH LINE OF *SECTION 1, TOWNSHIP 3 SOUTH, RANGE 27 EAST*, SAID DUVAL COUNTY, FLORIDA; THENCE SOUTH 89°31'47" WEST, ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 137.72 FEET TO A POINT ON THE EASTERLY LINE OF AFORESAID SECTION 56; THENCE SOUTH 01°07'16" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 56, A DISTANCE OF 1,699.21 FEET, TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF **GATE PARKWAY** (A PROPOSED 125 FOOT PUBLIC ROAD RIGHT OF WAY); THENCE SOUTH 86°24'06" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 98.83 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, RUN THENCE SOUTH 86°24'06" WEST, CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF PROPOSED **GATE PARKWAY**, A DISTANCE OF 50.49 FEET, TO A POINT; THENCE NORTH 04°25'22" EAST, A DISTANCE OF 1,639.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 97.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°36'55" WEST 94.01 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 95.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°09'26" WEST 93.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°39'40" WEST, A DISTANCE OF 403.01 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 29.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 24.26 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°37'52" WEST 23.56 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 74.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 29.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°04'38" WEST 29.57 FEET, TO THE POINT OF CUSP OF A CURVE LEADING SOUTHWESTERLY, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 67.50 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 45.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°44'13" WEST 44.66 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 176.50 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 80.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°28'33" WEST 79.76 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 147.50 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 92.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°29'15" WEST 91.39 FEET, TO A POINT; THENCE NORTH 04°17'55" WEST, A DISTANCE OF 78.11 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE LEADING EASTERLY, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 110.50 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 33.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°38'38" EAST 33.51 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 139.50 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 142.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°08'27" EAST 136.21 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 210.49 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 8.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°08'26" EAST 8.98 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 17.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°21'39" EAST 17.54 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 14.73 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID

CURVE A DISTANCE OF 26.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°23'31" EAST 23.23 FEET, TO THE POINT OF CUSP OF A CURVE LEADING NORTHEASTERLY, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 74.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 17.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'56" EAST 17.79 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 29.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 24.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°52'57" EAST 23.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10°05'16" WEST, A DISTANCE OF 182.75 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1,040.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 35.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°05'51" WEST 35.94 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 08°06'27" WEST, A DISTANCE OF 278.63 FEET, TO A POINT, ON THE SOUTHERLY LINE OF THE PUBLIX PARCEL, AS SHOWN ON THE SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC, DATED NOVEMBER 2, 2001, FILE No. 116B-20(BDY); RUN THENCE, ALONG LAST SAID LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: NORTH 88°30'02" EAST, A DISTANCE OF 41.60 FEET, TO THE POINT OF CURVATURE, OF A CURVE, LEADING NORTHERLY;

COURSE No. 2: THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 09°59'49" TO THE RIGHT, AN ARC DISTANCE OF 17.45 FEET, TO A POINT ON THE SOUTHERLY LINE OF THAT CROSS ACCESS ENTRANCE EASEMENT, AS SHOWN ON THE AFORESAID SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC.; RUN THENCE NORTH 83°36'43" EAST, ALONG LAST SAID LINE, A DISTANCE OF 34.14 FEET, TO A POINT; RUN THENCE SOUTH 08°06'27" EAST, A DISTANCE OF 269.12 FEET, TO THE POINT OF CURVATURE, OF A CURVE TO THE LEFT, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 960.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 33.18 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°05'51" EAST, 33.18 FEET; RUN THENCE SOUTH 10°05'16" EAST, A DISTANCE OF 182.75 FEET, TO THE POINT OF CURVATURE, OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 29.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 24.26 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE TO THE RIGHT, BEING CONCAVE

SOUTHWESTERLY AND HAVING A RADIUS OF 74.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 28.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°54'31" EAST 28.54 FEET, TO THE POINT OF CUSP OF A CURVE LEADING EASTERLY, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 97.50 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 29.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°35'48" EAST 29.41 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°55'21" EAST, A DISTANCE OF 120.95 FEET, TO A POINT SITUATE ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF **SOUTHSIDE BOULEVARD**, SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,559.16 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 53.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°52'00" EAST 53.00 FEET, TO A POINT; THENCE SOUTH 78°55'21" WEST, A DISTANCE OF 120.76 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 97.50 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 29.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°14'53" WEST 29.41 FEET, TO THE POINT OF CUSP OF A CURVE LEADING SOUTHWESTERLY, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 74.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 27.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°27'23" WEST 27.79 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 29.00 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 24.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°18'33" WEST 23.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°39'40" EAST, A DISTANCE OF 403.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 20.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°34'04" EAST, 20.65 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 32°28'29" EAST, A DISTANCE OF 106.67 FEET, TO A POINT ON THE AFORESAID EASTERLY LINE OF *SECTION 56*; THENCE SOUTH 04°25'22" WEST, A DISTANCE OF 1,710.18 FEET, TO THE **POINT OF BEGINNING**.

Parcel 2
Deerwood Lake Commons
Ingress & Egress Access Easement

Portions of Lots 22 and 36, along with a portion of the former right of way of Bridges Street (now closed), as shown on plat of A.B. Campbell's Subdivision of Tiger Hole Plantation, as recorded in Deed Book AQ, Pages 260 and 261, of the Former Public Records of Duval County, Florida, being more particularly described as follows:

For Point of Reference, commence at the point of intersection of the Westerly right of way line of Southside Boulevard, State Road No. 115 (as now established) with the Southerly right of way line of Touchton Road, County Road No. 3117 (as now established) and run South 89° 27' 36" West, along said Southerly right of way line, a distance of 561.85 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 89° 27' 36" West, along said Southerly right of way line, a distance of 66.90 feet to a point on a curve; thence Southeasterly, departing said Southerly right of way line and along and around the arc of a curve, concave Southwesterly and having a radius of 39.50 feet, an arc length of 17.63 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 17° 57' 19" East, 17.49 feet; thence Southeasterly, along and around the arc of a curve, concave Northeasterly and having a radius of 105.50 feet, an arc length of 61.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 21° 59' 00" East, 61.04 feet; thence South 38° 47' 58" East, a distance of 59.39 feet to a point of curvature; thence Southeasterly, along and around the arc of a curve, concave Northeasterly and having a radius of 135.00 feet, an arc length of 91.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 58° 14' 10" East, 89.85 feet; thence South 77° 40' 21" East, a distance of 84.06 feet; thence South 72° 12' 43" East, a distance of 59.82 feet to a point of curvature; thence Southeasterly, along and around the arc of a curve, concave Southwesterly and having a radius of 176.50 feet, an arc length of 199.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 39° 47' 26" East, 189.26 feet; thence South 07° 22' 09" East, a distance of 196.98 feet to a point of curvature; thence Southeasterly, along and around the arc of a curve, concave Northeasterly and having a radius of 213.50 feet, an arc length of 87.88 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 19° 09' 39" East, 87.26 feet; thence Southeasterly, along and around the arc of a curve, concave Southwesterly and having a radius of 190.00 feet, an arc length of 67.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20° 45' 33" East, 67.25 feet; thence North 88° 27' 02" East, a distance of 15.09 feet to a point on a curve; thence Northeasterly, along and around the arc of a curve, concave Southeasterly and having a radius of 100.00 feet, an arc length of 20.01 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 06° 59' 09" East, 19.98 feet; thence Northeasterly, along and around the arc of a curve, concave Northwesterly and having a radius of 100.00 feet, an arc length of 35.97 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 02° 25' 08"

East, 35.78 feet; thence Northwesterly, along and around the arc of a curve, concave Northeasterly and having a radius of 11,759.16 feet, an arc length of 23.16 feet to a point on a curve, said arc being subtended by a chord bearing and distance of North 07° 50' 05" West, 23.16 feet; thence Northwesterly, along the arc of a curve concave Northeasterly with a radius of 163.00 feet, an arc length of 77.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 20° 59' 52" West, 76.78 feet; thence North 07° 22' 32" West, a distance of 59.47 feet; thence North 83° 37' 01" East, a distance of 17.91 feet; thence Northwesterly, along and around the arc of a curve concave Northeasterly with a radius of 11,759.16 feet, an arc length of 149.97 feet to a point lying on the Southerly boundary of the aforementioned lands described in Official Records Volume 9950, page 95, Public Records of said county, said arc being subtended by a chord bearing and distance of North 06° 45' 40" West, 149.97 feet; thence South 83° 36' 52" West, along said Southerly boundary, a distance of 8.73 feet to the Southwesterly corner of said lands; thence North 11° 58' 24" West, along the Westerly boundary of said lands, a distance of 48.88 feet; thence South 83° 36' 52" West, departing said Westerly, a distance of 20.40 feet to a point of curvature; thence Northwesterly, along and around the arc of a curve, concave Northeasterly and having a radius of 14.50 feet, an arc length of 17.37 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 62° 03' 42" West, 16.35 feet; thence Northwesterly, along and around the arc of a curve, concave Southwesterly and having a radius of 203.50 feet, an arc length of 90.61 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 40° 29' 38" West, 89.87 feet; thence Northwesterly, along and around the arc of a curve, concave Northeasterly and having a radius of 7.50 feet, an arc length of 11.07 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 10° 58' 19" West, 10.09 feet; thence North 31° 18' 22" East, a distance of 25.71 feet to a point on a curve; thence Northwesterly, along and around the arc of a curve, concave Southwesterly and having a radius of 126.00 feet, an arc length of 13.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 69° 13' 19" West, 13.14 feet; thence North 72° 12' 43" West, a distance of 12.42 feet; thence South 31° 18' 22" West, a distance of 18.59 feet to a point of curvature; thence Southwesterly, along and around the arc of a curve, concave Northwesterly and having a radius of 9.50 feet, an arc length of 13.94 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 73° 20' 40" West, 12.72 feet; thence Northwesterly, along and around the arc of a curve, concave Southwesterly and having a radius of 203.50 feet, an arc length of 26.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 68° 24' 53" West, 26.95 feet; thence North 72° 12' 43" West, a distance of 78.19 feet to a point of curvature; thence Northwesterly, along and around the arc of a curve, concave Northeasterly and having a radius of 14.50 feet, an arc length of 18.07 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 36° 30' 27" West, 16.92 feet; thence North 00° 48' 12" West, a distance of 10.50 feet to a point of curvature; thence Northwesterly, along and around the arc of a curve, concave Northeasterly and having a radius of 150.83 feet, an arc length of 34.88 feet to a point on a curve, said arc being subtended by a chord bearing and distance of North 78° 52' 22" West, 34.80 feet; thence Southwesterly, along and around the arc of a curve, concave Northwesterly and having a radius of 19.50 feet, an arc length of 19.67 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 85° 41' 24" West, 18.85 feet; thence Northwesterly, along and around the arc of a curve, concave northeasterly and having a radius of 157.33 feet, an arc length of 112.86 feet to a point of compound curvature, said

arc being subtended by a chord bearing and distance of North $44^{\circ} 51' 53''$ West, 110.45 feet; thence Northeasterly, along and around the arc of a curve, concave Southeasterly and having a radius of 39.50 feet, an arc length of 51.27 feet to a point in the aforementioned Southerly right of way line of Touchton Road, said arc being subtended by a chord bearing and distance of North $12^{\circ} 52' 07''$ East, 47.75 feet; thence South $89^{\circ} 27' 36''$ West, along said Southerly right of way line, a distance of 17.38 feet to the Point of Beginning.

Exhibit B-1
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PARCEL 3:
REVISED 4-23-02
Deerwood Lake Commons
Cross Access Entrance Easement
Legal Description

Book 10503 Page 1723

A portion of Lot 36, as shown on plat of A.B. Campbell's Subdivision of Tiger Hole Plantation, recorded in Deed Book AQ, Pages 260 and 261, of the Former Public Records of Duval County, Florida; together with a portion of the Francis Richard Grant, Section 56, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For Point of Reference, commence at the point of intersection of the Westerly right of way line of Southside Boulevard, State Road No. 115, (as now established) with the Southerly right of way line of Touchton Road, County Road No. 3117, (as now established) and run South 89° 27' 36" West, along said Southerly right of way line, a distance of 247.42 feet to the Northwesterly corner of those lands described in Official Records Volume 9950, Page 95, Public Records of said county; run thence South 11° 58' 24" East, along the Westerly boundary of said lands, a distance of 340.60 feet to the Southwesterly corner thereof; run thence North 83° 36' 52" East, along the Southerly boundary of said lands, a distance of 8.73 feet to a point on a curve; run thence Southerly, along and around the arc of a curve, concave Easterly and having a radius of 11,759.16 feet, an arc length of 149.97 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 06° 45' 40" East, 149.97 feet; run thence South 83° 37' 01" West, a distance of 17.91 feet; run thence South 07° 22' 32" East, a distance of 59.47 feet to a point of curvature; run thence Southeasterly, along and around the arc of a curve, concave Northeasterly and having a radius of 163.00 feet, an arc length of 77.51 feet to a point on a curve, said arc being subtended by a chord bearing and distance of South 20° 59' 52" East, 76.78 feet; run thence Southeasterly, along and around the arc of a curve, concave Easterly and having a radius of 11,759.16 feet, an arc length of 15.47 feet to a point on a curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 07° 48' 57" East, 15.47 feet.

From the Point of Beginning thus described, run Southeasterly, along and around the arc of a curve, concave Northeasterly and having a radius of 50.00 feet, an arc length of 26.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 81° 07' 54" East, 26.31 feet; run thence North 83° 36' 43" East, a distance of 174.86 feet to a point on a curve in the aforementioned Westerly right of way line of Southside Boulevard; run thence Southeasterly, along said Westerly right of way line and along the arc of a curve, concave Easterly and having a radius of 11,559.16 feet, an arc length of 53.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 08° 02' 40" East, 53.02 feet; thence South 83° 36' 43" West, departing said Westerly right of way line, a distance of 211.30 feet to a point on a curve; run thence Northeasterly, along and around the arc of a curve, concave Southeasterly and having a radius of 100.00 feet, an arc length of 17.43 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 07° 43' 35" East, 17.41 feet; run thence Northerly, along and around the arc of a curve, concave

Westerly and having a radius of 100.00 feet, an arc length of 9.06 feet to Point "A", said arc being subtended by a chord bearing and distance of North 10° 07' 24" East, 9.06 feet; thence continue Northerly, along and around the arc of said curve, concave Westerly and having a radius of 100.00 feet, an arc length of 26.91 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 00° 10' 39" West, 26.83 feet; run thence Northerly, along and around the arc of a curve, concave Easterly and having a radius of 11,759.16 feet, an arc length of 7.69 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 07° 52' 20" West, 7.69 feet.

Less and Except the following described parcel:

For Point of Reference, commence at Point "A" described above, and run North 83° 36' 43" East, a distance of 173.54 feet to the Point of Beginning.

From the Point of Beginning thus described, run South 06° 23' 17" East, a distance of 4.00 feet; thence North 83° 36' 43" East, a distance of 30.29 feet to the aforementioned Westerly right of way line of Southside Boulevard, said point lying in a curve; thence Northerly, along said Westerly right of way line and around the arc of a curve, concave Easterly and having a radius of 11,559.16 feet, an arc length of 10.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 08° 02' 39" West, 10.00 feet; thence South 83° 36' 43" West, departing said Westerly right of way line, a distance of 30.00 feet; thence South 06° 23' 17" East, a distance of 6.00 feet to the Point of Beginning.

EASEMENT No. 1

(Easement for Drainage and Utilities)

A PARCEL OF LAND, BEING A PORTION OF LOTS 36 AND 37, AS SHOWN ON THE PLAT OF A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION, AS SHOWN ON THE PLAT THEREOF, RECORDED IN DEED BOOK "AQ", PAGES 260 AND 261 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND LYING WITHIN THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SOUTHSIDE BOULEVARD, ALSO KNOWN AS STATE ROAD No. 115, (A VARIABLE WIDTH ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), WITH THE SOUTHERLY RIGHT OF WAY LINE OF TOUCHTON ROAD, (COUNTY ROAD No. 3117, AN 80 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE CITY OF JACKSONVILLE RIGHT OF WAY MAPS), THENCE SOUTH 89°30'28" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID TOUCHTON ROAD, A DISTANCE OF 221.91 FEET, TO A POINT ON THE EASTERLY LINE OF LOT 22, SAID A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION; THENCE CONTINUE SOUTH 89°30'28" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 500.68 FEET; THENCE SOUTH 00°45'21" EAST, DEPARTING FROM SAID SOUTHERLY RIGHT OF WAY LINE OF TOUCHTON ROAD, A DISTANCE OF 684.51 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN NORTH 89°11'38" EAST, A DISTANCE OF 217.34 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 69.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 33.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°04'35" EAST 32.75 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63°20'48" EAST, A DISTANCE OF 119.21 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 69.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 66.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°31'58" EAST 64.39 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°43'08" EAST, A DISTANCE OF 377.42 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 189.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 248.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°52'40" WEST 230.62 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 67°28'28" WEST, A DISTANCE OF 776.17 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 89.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 174.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°18'48" WEST 147.94 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°06'04" WEST, A DISTANCE OF 833.06 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 89.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 144.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 46°31'27" EAST 129.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°51'03" EAST, A DISTANCE OF 414.02 FEET, TO A POINT; THENCE NORTH 89°11'38" EAST, A DISTANCE OF 5.21 FEET, TO THE POINT OF BEGINNING.

EASEMENT No. 2

(Proposed Easement for

Drainage and Utilities)

A PARCEL OF LAND, BEING A PORTION OF LOTS 22, AND 36, TOGETHER WITH A PORTION OF THAT CERTAIN UN-NAMED 40 FOOT WIDE ROAD RIGHT OF WAY, (CLOSED BY CITY OF JACKSONVILLE ORDINANCE NO. 2002-59-E, RECORDED IN OFFICIAL RECORDS VOLUME 10394, PAGE 765), LYING BETWEEN LOTS 22 AND 36, ALL AS SHOWN ON THE PLAT OF A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION, AS SHOWN ON THE PLAT THEREOF, RECORDED IN DEED BOOK "AQ", PAGES 260 AND 261 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND LYING WITHIN THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF **SOUTHSIDE BOULEVARD**, ALSO KNOWN AS **STATE ROAD No. 115**, (A VARIABLE WIDTH ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), WITH THE SOUTHERLY RIGHT OF WAY LINE OF TOUCHTON ROAD, (COUNTY ROAD No. 3117, AN 80 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE CITY OF JACKSONVILLE RIGHT OF WAY MAPS), THENCE SOUTH 89°30'28" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID TOUCHTON ROAD, A DISTANCE OF 221.91 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 22, A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION; THENCE CONTINUE SOUTH 89°30'28" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 480.68 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN SOUTH 00°45'21" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF **TOUCHTON ROAD**, A DISTANCE OF 633.48 FEET, TO A POINT; THENCE NORTH 89°14'42" EAST, A DISTANCE OF 661.79 FEET, TO A POINT; THENCE SOUTH 83°39'36" WEST, A DISTANCE OF 149.14 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE LEADING SOUTHEASTERLY, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 8,039.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 62.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°51'35" EAST 62.45 FEET, TO A POINT; THENCE SOUTH 88°01'02" WEST, A DISTANCE OF 146.65 FEET, TO A POINT; THENCE SOUTH 26°39'13" WEST, A DISTANCE OF 50.06 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 69.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 18.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°31'23" WEST 18.79 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63°20'48" WEST, A DISTANCE OF 21.39 FEET, TO A POINT; THENCE NORTH 26°39'12" EAST, A DISTANCE OF 49.02 FEET, TO A POINT; THENCE SOUTH 89°14'42" WEST, A DISTANCE OF 106.48 FEET, TO A POINT; THENCE NORTH 63°20'48" WEST, A DISTANCE OF 3.30 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 69.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 33.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°04'35" WEST 32.75 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°11'38" WEST, A DISTANCE OF 222.55 FEET, TO A POINT; THENCE NORTH 86°51'03" WEST, A DISTANCE OF 14.82 FEET, TO A POINT; THENCE NORTH 00°45'21" WEST, A DISTANCE OF 683.60 FEET, TO A POINT SITUATE ON THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID **TOUCHTON ROAD**; THENCE NORTH 89°30'28" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET, TO THE POINT OF BEGINNING.

EASEMENT No. 3

(Easement for Drainage and Utilities)

A PARCEL OF LAND, BEING A PORTION OF LOT 36, AS SHOWN ON THE PLAT OF A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION, AS SHOWN ON THE PLAT THEREOF, RECORDED IN DEED BOOK "AQ", PAGES 260 AND 261 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, 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 TOUGHTON ROAD, (COUNTY ROAD No. 3117, AN 80 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE CITY OF JACKSONVILLE RIGHT OF WAY MAPS) WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTHSIDE BOULEVARD, ALSO KNOWN AS STATE ROAD No. 115, (A VARIABLE WIDTH ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), SAID RIGHT OF WAY BEING A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,559.16 FEET; THENCE RUN SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF SOUTHSIDE BOULEVARD, A DISTANCE OF 553.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°09'55" EAST 553.89 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID SOUTHSIDE BOULEVARD, A DISTANCE OF 175.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°58'19" EAST 175.09 FEET, TO A POINT; THENCE SOUTH 81°35'38" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE LEADING NORTHWESTERLY, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 11,579.16 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 42.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°18'04" WEST 42.34 FEET, TO A POINT; THENCE SOUTH 83°39'35" WEST, A DISTANCE OF 154.33 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE LEADING NORTHWESTERLY, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 7,961.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 15.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°02'41" WEST 15.56 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE LEADING NORTHEASTERLY, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 38.50 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 13.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°24'08" EAST 13.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 83°39'35" EAST, A DISTANCE OF 140.46 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE LEADING NORTHWESTERLY, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 11,579.16 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 115.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°49'22" WEST 115.04 FEET, TO A POINT; THENCE NORTH 82°27'45" EAST, A DISTANCE OF 20.00 FEET, TO A POINT SITUATE ON THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTHSIDE BOULEVARD AND THE POINT OF BEGINNING.

EASEMENT No. 4
(Easement for Drainage and Utilities)

A PARCEL OF LAND, BEING A PORTION OF LOT 36, AS SHOWN ON THE PLAT OF A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION, AS SHOWN ON THE PLAT THEREOF, RECORDED IN DEED BOOK "AQ", PAGES 260 AND 261 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, 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 **TOUGHTON ROAD**, (COUNTY ROAD No. 3117, AN 80 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE CITY OF JACKSONVILLE RIGHT OF WAY MAPS) WITH THE WESTERLY RIGHT OF WAY LINE OF **SOUTHSIDE BOULEVARD**, ALSO KNOWN AS **STATE ROAD No. 115**, (A VARIABLE WIDTH ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), SAID RIGHT OF WAY BEING A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,559.16 FEET; THENCE RUN SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF **SOUTHSIDE BOULEVARD**, A DISTANCE OF 949.41 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 07°08'43" EAST 949.14 FEET TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, CONTINUE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID **SOUTHSIDE BOULEVARD**, A DISTANCE OF 20.60 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 09°32'58" EAST 20.60 FEET, TO A POINT; THENCE NORTH 85°38'03" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 182.98 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE LEADING NORTHWESTERLY, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 7,961.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 20.54 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 08°48'53" WEST 20.54 FEET, TO A POINT; THENCE SOUTH 85°38'03" EAST, A DISTANCE OF 182.71 FEET TO A POINT SITUATE ON THE WESTERLY RIGHT OF WAY LINE OF SAID **SOUTHSIDE BOULEVARD** AND THE **POINT OF BEGINNING**.

EASEMENT No. 5

(Easement for Ingress, Egress, Drainage and Utilities)

A PARCEL OF LAND, BEING A PORTION OF LOT 36, AS SHOWN ON THE PLAT OF A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION, AS SHOWN ON THE PLAT THEREOF, RECORDED IN DEED BOOK "AQ", PAGES 260 AND 261 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND LYING WITHIN A PORTION OF THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, 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 TOUCHTON ROAD, (COUNTY ROAD No. 3117, AN 80 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE CITY OF JACKSONVILLE RIGHT OF WAY MAPS) WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTHSIDE BOULEVARD, ALSO KNOWN AS STATE ROAD No. 115, (A VARIABLE WIDTH ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), SAID RIGHT OF WAY BEING A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,559.16 FEET; THENCE RUN SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF SOUTHSIDE BOULEVARD, A DISTANCE OF 1,173.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°42'03" EAST 1,173.06 FEET TO A POINT; THENCE SOUTH 79°23'26" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 256.55 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE LEADING SOUTHEASTERLY, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 8,039.00 FEET, SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 25.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°47'00" EAST 25.26 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE LEADING SOUTHWESTERLY, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 48.50 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 23.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°56'46" WEST 23.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 78°55'21" WEST, A DISTANCE OF 176.69 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 189.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 26.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°26'30" EAST 26.39 FEET, TO A POINT; THENCE NORTH 78°55'21" EAST, A DISTANCE OF 160.83 FEET, TO A POINT; THENCE NORTH 60°14'53" EAST, A DISTANCE OF 26.30 FEET, TO THE POINT OF BEGINNING.

Exhibit B-2
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EASEMENT No. 6

(Easement for Ingress, Egress, Drainage and Utilities)

A PARCEL OF LAND, BEING A PORTION OF LOT 37, AS SHOWN ON THE PLAT OF A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION, AS SHOWN ON THE PLAT THEREOF, RECORDED IN DEED BOOK "AQ", PAGES 260 AND 261 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND LYING WITHIN THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF **SOUTHSIDE BOULEVARD**. ALSO KNOWN AS **STATE ROAD No. 115**, (A VARIABLE WIDTH ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), WITH THE SOUTHERLY RIGHT OF WAY LINE OF TOUCHTON ROAD, (COUNTY ROAD No. 3117, AN 80 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE CITY OF JACKSONVILLE RIGHT OF WAY MAPS), THENCE SOUTH 89°30'28" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID TOUCHTON ROAD, A DISTANCE OF 221.91 FEET, TO A POINT ON THE EASTERLY LINE OF LOT 22, SAID A. B. CAMPBELL'S SUBDIVISION OF TIGER HOLE PLANTATION; THENCE CONTINUE SOUTH 89°30'28" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,280.68 FEET, TO A POINT SITUATE ON THE EASTERLY LINE OF THAT CERTAIN 80 FOOT WIDE DRAINAGE RIGHT OF WAY, AS PER *OFFICIAL RECORDS VOLUME 1044, PAGE 437* OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE SOUTH 00°45'21" EAST, DEPARTING FROM SAID SOUTHERLY RIGHT OF WAY LINE OF **TOUCHTON ROAD** AND ALONG LAST SAID LINE, A DISTANCE OF 1,534.41 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN SOUTH 00°45'21" EAST, CONTINUING ALONG SAID EASTERLY LINE OF SAID LANDS DESCRIBED IN *OFFICIAL RECORDS VOLUME 1044, PAGE 437*, A DISTANCE OF 60.00 FEET; THENCE NORTH 89°53'56" EAST, A DISTANCE OF 258.54 FEET, TO THE INTERSECTION WITH THE ARC OF A CURVE, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 89.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF LAST SAID CURVE, A DISTANCE OF 16.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°29'56" WEST 16.74 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°06'04" WEST, A DISTANCE OF 43.33 FEET, TO A POINT; THENCE SOUTH 89°53'56" WEST, A DISTANCE OF 257.65 FEET, TO A POINT SITUATE ON THE EASTERLY LINE OF AFORESAID LANDS DESCRIBED IN *OFFICIAL RECORDS VOLUME 1044, PAGE 437*, AND THE POINT OF BEGINNING.

Exhibit B-3
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30 Foot Non-Exclusive Utility Easement

A portion of Lot 22 of A.B. Campbell's Subdivision of Tiger Hole Plantation, as recorded in Deed Book AQ, Pages 260 and 261, of the Former Public Records of Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the point of intersection of the Westerly right of way line of Southside Boulevard, State Road No. 115, (as now established) with the Southerly right of way line of Touchton Road, County Road No. 3117 (as now established) and run South $89^{\circ} 27' 36''$ West, along said Southerly right of way line, a distance of 561.85 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South $89^{\circ} 27' 36''$ West, along said Southerly right of way line, a distance of 140.62 feet; thence South $00^{\circ} 48' 13''$ East, departing said Southerly right of way line, a distance of 30.00 feet; thence North $89^{\circ} 27' 36''$ East, a distance of 147.46 feet to a point on a curve; thence Northwesterly, along and around the arc of a curve, concave Northeasterly and having a radius of 150.83 feet, an arc length of 30.85 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North $13^{\circ} 37' 56''$ West, 30.80 feet.

15 Foot Utility Easement

Portions of Lots 22 and 23, as shown on plat of A.B. Campbell's Subdivision of Tiger Hole Plantation, as recorded in Deed Book AQ, Pages 260 and 261, of the Former Public Records of Duval County, Florida, being more particularly described as follows:

For Point of Reference, commence at the point of intersection of the Westerly right of way line of Southside Boulevard, State Road No. 115, (as now established) with the Southerly right of way line of Touchton Road, County Road No. 3117, (as now established) and run South $89^{\circ} 27' 36''$ West, along said Southerly right of way line, a distance of 742.47 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South $89^{\circ} 27' 36''$ West, along said Southerly right of way line, a distance of 538.21 feet to a point in the Easterly line of that certain 80 foot wide Drainage Right of Way as recorded in Official Records volume 1044, Page 437, Public Records of said county; thence South $00^{\circ} 48' 13''$ East, departing said Southerly right of way line and along said Easterly line, a distance of 15.00 feet; thence North $89^{\circ} 27' 36''$ East departing said Easterly line, a distance of 538.21 feet; thence North $00^{\circ} 48' 13''$ West, a distance of 15.00 feet to the Point of Beginning.