

**RESOLUTION NO. 2000-63**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES FOR ACCESS, INSTALLATION AND MAINTENANCE OF WATER AND SEWER LINES FOR ST. AUGUSTINE CENTRE, DRI/PUD PHASE I AND TOWN CENTER WEST OFFICE BUILDING AND TOWN SQUARE AT ST. JOHNS.**

**WHEREAS**, St. Johns County has agreed to provide water and sewer service within the St. Augustine Centre, DRI/PUD Phase I and Town Center West Office Building and Town Square at St Johns pursuant to the terms of the Easements for Utilities; and

**WHEREAS**, St. Augustine Associates, Inc. a Florida corporation, as Trustee under Land Trust Agreement for St. Augustine Centre Land Trust, and Town Center West Office Building and Town Square at St. Johns Phase II Limited, a Florida limited partnership, have executed and presented to the County, Easements for Utilities, for the purposes mentioned above, attached hereto as Exhibit "A" and Exhibit "B", incorporated herein by reference and made a part hereof; and

**WHEREAS**, Bills of Sale conveying all the personal property associated with St. Augustine Centre, DRI/PUD Phase I and Town Center West Office Building and Town Square at St. Johns have also been executed and is hereto attached as Exhibit "C" and Exhibit "D"; and

**WHEREAS**, acceptance of these easements better serves the health, safety and welfare of the citizens.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The acceptance of the above described Easements for Utilities for access, installation and maintenance of water and sewer lines and the equipment thereon are hereby approved.

Section 2. The Clerk is instructed to record the original Easements for Utilities and Bill of Sale in the Official Records of St. Johns County, Florida.

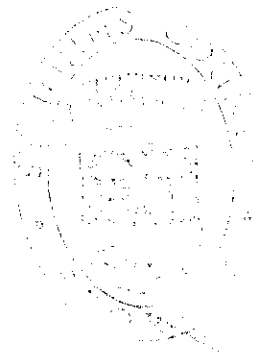
PASSED AND ADOPTED, this 9<sup>th</sup> day of May, 2000.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA.**

By: James E. Bryant  
**James E. Bryant, Chairman**

**ATTEST:** Cheryl Strickland, Clerk

By: Patricia DeGrande  
**Deputy Clerk**



## EXHIBIT "A" TO RESOLUTION

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14th day of July, 1999, by ST. AUGUSTINE ASSOCIATES, INC.\*, with an address of 1180 Spring Centre South Blvd. - Suite 211 Altamonte Springs, FL 32714, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P. O Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

## WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

2055.1

\*a Florida corporation as Trustee under Land Trust Agreement for St. Augustine Centre Land Trust

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping,

planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

St. Augustine Associates, Inc., a Florida corporation, as Trustee under Land Trust Agreement for St. Augustine Centre Land Trust

Signed, Sealed and Delivered in the presence of:

(Print Name)

(Print Name)

By: SPENCER S. PHELPS

STATE OF FLORIDA

COUNTY OF SEMINOLE

This instrument was acknowledged before me this 14th day of July, 1999, by Spencer S. Phelps as Vice President of St. Augustine Associates, Inc., a Florida corporation, as Trustee under Land Trust Agreement for St. Augustine Centre Land Trust.

Patsy M. Chace

Patsy M. Chace

Notary Public

State of Florida at Large

Commission #CC617118

My Commission Expires: March 4, 2001



Patsy M. Chace  
My Commission CC617118  
Expires March 4, 2001

Personally Known ✓

Or Produced I.D. \_\_\_\_\_

EXHIBIT "A"  
ST. AUGUSTINE CENTRE  
UTILITY EASEMENTS  
Page 1 of 8

ST. AUGUSTINE CENTRE  
10 FOOT UTILITY EASEMENT  
SOUTHWEST OF BELZ OUTLET BOULEVARD

A PART OF SECTIONS 5, 6 AND 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH  $02^{\circ}02'27''$  EAST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 921.41 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH  $33^{\circ}23'45''$  EAST, A DISTANCE OF 1104.56 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF OUTLET CENTRE DRIVE (A 90 FOOT RIGHT-OF-WAY); THENCE SOUTH  $56^{\circ}36'15''$  WEST ALONG SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1095.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, SOUTH  $79^{\circ}46'51''$  EAST ALONG THE PROPOSED SOUTHWESTERLY RIGHT-OF-WAY LINE OF BELZ OUTLET BOULEVARD, A DISTANCE OF 57.92 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1205.00 FEET; THENCE SOUTHEASTERLY ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 389.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $46^{\circ}22'30''$  EAST AND A CHORD DISTANCE OF 387.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $55^{\circ}37'59''$  EAST CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 316.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1345.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 699.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $40^{\circ}44'21''$  EAST AND A CHORD DISTANCE OF 691.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $25^{\circ}50'42''$  EAST CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 1192.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1095.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $19^{\circ}21'49''$  EAST AND A CHORD DISTANCE OF 247.21 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY LINE, NORTH  $77^{\circ}07'17''$  WEST, A DISTANCE OF 11.12 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1085.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 240.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $19^{\circ}29'28''$  WEST AND A CHORD DISTANCE OF 240.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $25^{\circ}50'42''$  WEST, A DISTANCE OF 1192.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1335.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 694.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $40^{\circ}44'21''$  WEST AND

**EXHIBIT "A"**  
**ST. AUGUSTINE CENTRE**  
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A CHORD DISTANCE OF 686.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°37'59" WEST, A DISTANCE OF 316.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1215.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 388.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°28'02" WEST AND A CHORD DISTANCE OF 387.08 FEET TO A POINT ON SAID CURVE; THENCE NORTH 79°46'51" WEST, A DISTANCE OF 64.52 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID OUTLET CENTRE DRIVE; THENCE NORTH 56°36'15" EAST ALONG SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING.

Bessent, Hammack & Ruckman, Inc.  
 PP-215  
 June 1, 1998

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**ST. AUGUSTINE CENTRE**  
**10 FOOT UTILITY EASEMENT**  
**NORTHEAST OF BELZ OUTLET BOULEVARD**

A PART OF SECTIONS 5, 6 AND 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 02°02'27" EAST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 921.41 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH 33°23'45" EAST, A DISTANCE OF 1104.56 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF OUTLET CENTRE DRIVE (A 90 FOOT RIGHT-OF-WAY); THENCE SOUTH 56°36'15" WEST ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 891.36 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 10°04'47" WEST, A DISTANCE OF 60.11 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1085.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 339.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°40'41" EAST AND A CHORD DISTANCE OF 337.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°37'59" EAST, A DISTANCE OF 316.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1465.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 761.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°44'21" EAST AND A CHORD DISTANCE OF 753.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°50'42" EAST, A DISTANCE OF 1192.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1215.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

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CURVE, AN ARC DISTANCE OF 511.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°47'09" EAST AND A CHORD DISTANCE OF 507.69 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, MILL CREEK ROAD, PICOLATA ROAD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 77°03'50" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.34 FEET TO A POINT ON THE PROPOSED NORTHEASTERLY RIGHT-OF-WAY LINE OF BELZ OUTLET BOULEVARD (A VARIABLE RIGHT-OF-WAY) AND A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1205.00 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG SAID PROPOSED NORTHEASTERLY RIGHT-OF-WAY LINE OF BELZ OUTLET BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 504.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°50'53" WEST AND A CHORD DISTANCE OF 500.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°50'42" WEST CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 1192.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1455.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 756.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°44'21" WEST AND A CHORD DISTANCE OF 747.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°37'59" WEST CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 316.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1095.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 346.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°33'43" WEST AND A CHORD DISTANCE OF 345.28 FEET TO A POINT ON SAID CURVE; THENCE NORTH 10°04'47" EAST CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 55.04 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID OUTLET CENTRE DRIVE; THENCE DEPARTING SAID PROPOSED NORTHEASTERLY RIGHT-OF-WAY LINE OF BELZ OUTLET BOULEVARD, NORTH 56°36'15" EAST ALONG SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF OUTLET CENTRE DRIVE, A DISTANCE OF 13.78 FEET TO THE POINT OF BEGINNING.

Bessent, Hammack & Ruckman, Inc.  
 PP-215  
 June 1, 1998

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**EXHIBIT "A"**  
**ST. AUGUSTINE CENTRE**  
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ST. AUGUSTINE CENTRE  
10 FOOT UTILITY EASEMENT  
NORTH OF OUTLET CENTRE DRIVE

A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 02°02'27" EAST ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 921.41 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH 33°23'45" EAST, A DISTANCE OF 1061.12 FEET TO THE POINT OF BEGINNING AND A POINT ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 870.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 456.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°35'38" EAST AND A CHORD DISTANCE OF 451.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 171.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°01'23" EAST AND A CHORD DISTANCE OF 171.01 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 13,945.80 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1142.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°49'42" EAST AND A CHORD DISTANCE OF 1142.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°10'32" EAST, A DISTANCE OF 75.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 73.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°05'16" EAST AND A CHORD DISTANCE OF 73.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 214.60 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF INMAN ROAD EXTENSION (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 02°34'25" EAST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.01 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF OUTLET CENTRE DRIVE (AN 80 FOOT RIGHT-OF-WAY); THENCE DEPARTING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, SOUTH 90°00'00" WEST ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 215.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1110.00 FEET; THENCE WESTERLY ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°05'16" WEST AND A CHORD DISTANCE OF 74.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°10'32" WEST CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 75.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 13,955.80 FEET; THENCE WESTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1143.45 FEET,

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SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°49'42" WEST AND A CHORD DISTANCE OF 1143.13 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1110.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°01'23" WEST AND A CHORD DISTANCE OF 172.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 860.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 447.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°28'02" WEST AND A CHORD DISTANCE OF 442.34 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY NORTH 33°23'45" WEST, A DISTANCE OF 10.70 FEET TO THE POINT OF BEGINNING.

Bessent, Hammack & Ruckman, Inc.  
PP-224  
June 10, 1998

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ST. AUGUSTINE CENTRE  
10 FOOT UTILITY EASEMENT  
SOUTH OF OUTLET CENTRE DRIVE

A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 02°02'27" EAST ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 921.41 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH 33°23'45" EAST, A DISTANCE OF 1104.56 FEET; THENCE SOUTH 56°36'15" WEST, A DISTANCE OF 184.06 FEET TO THE POINT OF BEGINNING AND A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED OUTLET CENTRE DRIVE (AN 80 FOOT RIGHT-OF-WAY), SAID POINT LYING ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 780.00 FEET; THENCE EASTERLY ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 566.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°36'43" EAST AND A CHORD DISTANCE OF 554.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1190.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 185.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH

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UTILITY EASEMENTS  
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77°01'23" EAST AND A CHORD DISTANCE OF 185.00 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 14,035.80 FEET; THENCE EASTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1150.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°49'42" EAST AND A CHORD DISTANCE OF 1149.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°10'32" EAST CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 75.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1190.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°05'16" EAST AND A CHORD DISTANCE OF 79.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" EAST CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 218.64 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF INMAN ROAD EXTENSION (A 60 FOOT RIGHT-OF-WAY); THENCE DEPARTING SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 02°34'25" EAST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.01 FEET; THENCE DEPARTING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, SOUTH 90°00'00" WEST, A DISTANCE OF 219.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°05'16" WEST AND A CHORD DISTANCE OF 80.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°10'32" WEST, A DISTANCE OF 75.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 14,045.80 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1150.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°49'42" WEST AND A CHORD DISTANCE OF 1150.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°01'23" WEST AND A CHORD DISTANCE OF 186.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 770.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 683.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°01'11" WEST AND A CHORD DISTANCE OF 660.93 FEET TO THE POINT OF CUSP OF SAID CURVE; THENCE NORTH 56°36'15" EAST, A DISTANCE OF 124.50 FEET TO THE POINT OF BEGINNING.

Bessent, Hammack & Ruckman, Inc.  
PP-224  
June 10, 1998

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EXHIBIT "A"  
ST. AUGUSTINE CENTRE  
UTILITY EASEMENTS  
Page 7 of 8

ST. AUGUSTINE CENTRE  
INGRESS AND EGRESS EASEMENT  
FOR A 90 FOOT PRIVATE RIGHT-OF-WAY  
FOR OUTLET CENTRE DRIVE

A PART OF SECTIONS 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 02°02'27" EAST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 921.41 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH 33°23'45" EAST, A DISTANCE OF 1071.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 33°23'45" EAST, A DISTANCE OF 32.74 FEET; THENCE SOUTH 56°36'15" WEST, A DISTANCE OF 1350.00 FEET TO A POINT ON THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A RIGHT-OF-WAY OF VARYING WIDTH) AND A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5879.58 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°47'23" WEST AND A CHORD DISTANCE OF 90.29 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, NORTH 56°36'15" EAST, A DISTANCE OF 1034.19 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 860.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 315.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°07'02" EAST AND A CHORD DISTANCE OF 313.83 FEET TO THE POINT OF BEGINNING.

Bessent, Hammack & Ruckman, Inc.  
Req. No. 98065.01, PP-214  
June 1, 1998

F:\Real\120LD\LD-389

ST. AUGUSTINE CENTRE  
INMAN ROAD EXTENSION  
60 FOOT PRIVATE RIGHT-OF-WAY

A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89°15'19" EAST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 2642.30 FEET TO THE POINT OF BEGINNING;

EXHIBIT "A"  
ST. AUGUSTINE CENTRE  
UTILITY EASEMENTS  
Page 8 of 8

THENCE CONTINUE NORTH 89°15'19" EAST ALONG SAID SECTION LINE, A DISTANCE OF 60.03 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH 02°34'25" EAST, A DISTANCE OF 2418.93 FEET TO A POINT ON THE NORTH LINE OF INMAN ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 86°20'55" WEST ALONG THE NORTH LINE OF SAID INMAN ROAD, A DISTANCE OF 60.36 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 02°34'25" WEST, A DISTANCE OF 2414.30 FEET TO THE POINT OF BEGINNING.

Bessent, Hammack & Ruckman, Inc.  
PP-224  
June 10, 1998

F:\Real\120LD\LD-394

ST. AUGUSTINE CENTRE  
LIFT STATION PARCEL

A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 02°02'27" EAST ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 3095.99 FEET; THENCE NORTH 87°57'33" EAST, A DISTANCE OF 568.05 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PROPOSED BELZ OUTLET BOULEVARD (A 110 FOOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE NORTH 51°54'45" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 39°18'13" EAST, A DISTANCE OF 45.01 FEET; THENCE SOUTH 51°54'45" WEST, A DISTANCE OF 55.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF PROPOSED BELZ OUTLET BOULEVARD AND A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1455.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39°18'13" WEST AND A CHORD DISTANCE OF 45.01 FEET TO THE POINT OF BEGINNING.

Bessent, Hammack & Ruckman, Inc.  
June 25, 1998  
PP-227

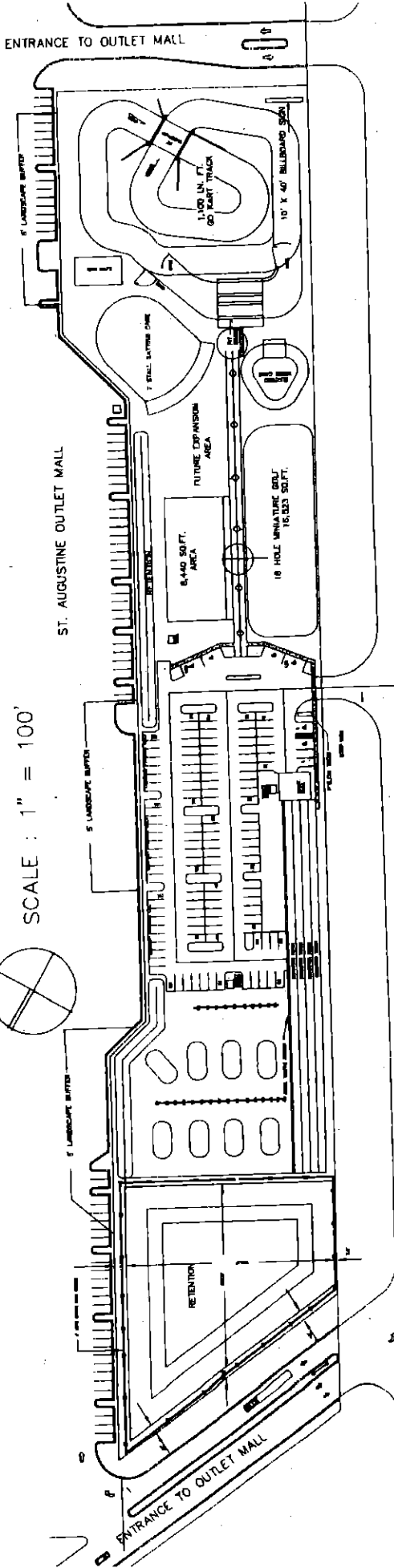
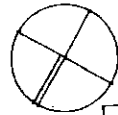
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# SITE PLAN

SCALE : 1" = 100'

NORTH



STATE ROAD 16

Prepared By and Return To:  
Sharon Roberts Henderson  
Martin, Ade, Birchfield & Mickler  
Post Office Box 59  
Jacksonville, Florida 32201

For Clerk's Use Only

**EXHIBIT "B" TO RESOLUTION  
EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 16<sup>th</sup> day for February, 2000, by **TOWN SQUARE AT SAINT JOHNS PHASE II LIMITED**, a Florida limited partnership with an address of 220 Ponte Vedra Park Drive, Suite 160, Ponte Vedra Beach, Florida 32082, hereinafter called "Grantor", to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St Augustine, Florida 32085, hereinafter called "Grantee".

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the

Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/ or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or any other surface improvements or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines

equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purpose of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

TOWN SQUARE AT SAINT JOHNS  
PHASE II, LIMITED, a Florida limited  
partnership

Candace Delaney  
Print: CANDACE DELANEY

By: AVENTURA/TOWN SQUARE PHASE II,  
a Florida limited Company, as General Partner  
of the Partnership

Patrick P. Soares  
Print: Patrick P. Soares

By: Marvin H. Goldberg  
Marvin H. Goldberg  
Its President

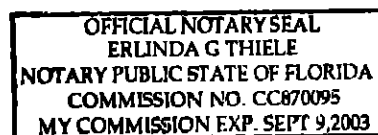
STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 2000, by Marvin H. Goldberg, as President of Aventura/Town Square Phase II, LLC, a Florida limited liability company, as general partner of Town Square at Saint Johns Phase II, Limited, a Florida limited partnership, on behalf of the Partnership. He ( ) is personally known to me or (X) has produced a valid 643158820090 Driver's License as identification.  
Florida

Erlinda G. Thiele  
Print: Erlinda G. Thiele  
Notary Public, State and County Aforesaid

My commission expires: 9-9-2003  
Serial No. \_\_\_\_\_

(Notarial Seal)



CONSENT AND JOINDER

CF LENDER, L.L.C., an ILLINOIS limited liability company, as holder of the certain Mortgage and Security Agreement recorded in Official Records Book 1468, page 1945 of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered in the presence of:

C. F. LENDER, L.L.C., an Illinois limited liability company

Catherine M. Slaughter  
Print: Catherine M. Slaughter

Marie E. Onorato  
Print: MARIE ONORATO

BY: [Signature]  
Print: Jack M. Cohen  
Its Manager

STATE OF Illinois  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 29 day of February, 2000, by Jack M. Cohen, as Manager of CF Lender LLC, an Illinois limited liability company, on behalf of the limited liability company. He/she (He) is personally known to me or ( ) has produced a valid \_\_\_\_\_ Driver's License as identification.

Vanessa Frausto  
Print:

Notary Public, State and County Aforesaid  
My commission expires:

Serial No. \_\_\_\_\_  
Vanessa Frausto  
(Notarial Seal)

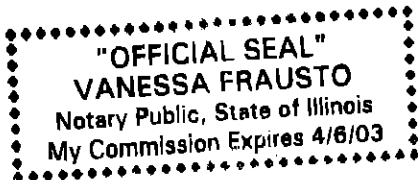


EXHIBIT "A"  
EASEMENT AREA

PARCEL B

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 89° 32' 10" WEST, ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 300.10 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE NO. 95 TO INTERNATIONAL GOLF PARKWAY, (A RIGHT-OF-WAY OF VARYING WIDTHS); THENCE SOUTH 05° 35' 47" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE; AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23° 28' 17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41° 20' 46" WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44° 29' 54" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 562.78 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF W G V BOULEVARD, (A RIGHT-OF-WAY OF VARYING WIDTHS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00° 30' 06" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45° 30' 05" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 41° 48' 12" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 121.82 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 47° 36' 34" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 24.95 FEET; THENCE SOUTH 53° 32' 55" WEST, A DISTANCE OF 26.72 FEET; THENCE NORTH 42° 30' 47" WEST, A DISTANCE OF 19.23 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 72.00 FEET; THENCE SOUTH 42° 30' 47" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 9.00 FEET; THENCE NORTH 42° 30' 47" WEST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 81.00 FEET; THENCE SOUTH 42° 30' 47" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 22.07 FEET; THENCE NORTH 80° 37' 38" WEST, A DISTANCE OF 44.20 FEET; THENCE SOUTH 47° 54' 27" WEST, A DISTANCE OF 30.43 FEET; THENCE NORTH 46° 19' 35" WEST, A DISTANCE OF 75.13 FEET; THENCE NORTH 74° 29' 52" EAST, A DISTANCE OF 23.34 FEET; THENCE NORTH 45° 30' 08" WEST, A DISTANCE OF 92.37 FEET; THENCE SOUTH 74° 29' 52" WEST, A DISTANCE OF 23.09 FEET; THENCE NORTH 45° 30' 08" WEST, A DISTANCE OF 10.39 FEET; THENCE NORTH 74° 29' 52" EAST, A DISTANCE OF 23.09 FEET; THENCE NORTH 45° 30' 08" WEST, A DISTANCE OF 81.00 FEET;

THENCE SOUTH 74° 29' 52" WEST, A DISTANCE OF 22.95 FEET; THENCE NORTH 47° 55' 42" WEST, A DISTANCE OF 52.65 FEET; THENCE NORTH 44° 50' 10" EAST, A DISTANCE OF 44.96 FEET; THENCE SOUTH 75° 40' 12" EAST, A DISTANCE OF 51.04 FEET; THENCE SOUTH 45° 30' 08" EAST, A DISTANCE OF 172.00 FEET; THENCE SOUTH 80° 54' 52" EAST, A DISTANCE OF 41.85 FEET; THENCE NORTH 47° 29' 13" EAST, A DISTANCE OF 163.00 FEET; THENCE NORTH 42° 30' 47" WEST, A DISTANCE OF 24.08 FEET; THENCE NORTH 48° 11' 51" EAST, A DISTANCE OF 43.30 FEET TO A POINT IN SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD; THENCE SOUTH 41° 48' 12" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 128.16 FEET TO THE POINT OF BEGINNING.

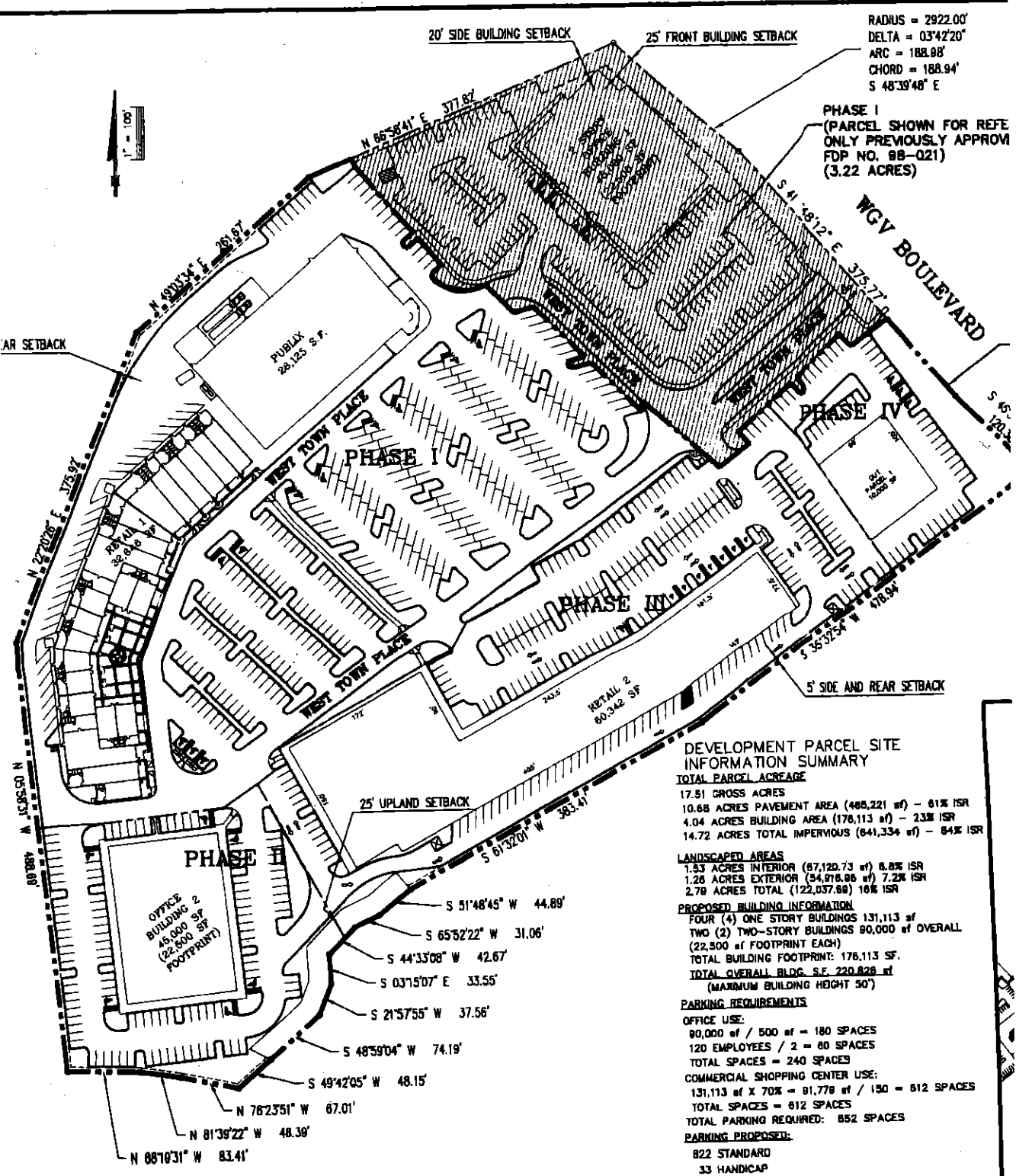
**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

1. Taxes for the current year.
2. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119 and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, as further modified by Modification of Saint Johns Development of Regional Impact Development Order on September 28, 1998, under Resolution 98-179 as noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883, Notice Of DRI/Development Order Modification, to the Saint Johns Development of Regional Impact Development Order on January 26, 1999, under Resolution 99-20 recorded in Official Records Book 1388, page 1323 and Assignment Of Development Rights (Northwest Parcel 9) recorded December 17, 1997 in Official Records Book 1283, page 1920, all of St. Johns County, Florida.
3. St. Johns County Ordinance No. 91-36 granting Planned Unit Development Rezoning dated August 27, 1991, as amended.
4. Saint Johns Water and Wastewater Utility Service Agreement, between Northwest Utilities I, Inc., SJH Partnership, Ltd. And St. Johns County, Florida dated January 24, 1995, and recorded in Official Records Book 1094, page 332, of the public records of St. Johns County, Florida.
5. Declaration of Covenants and Restrictions for Saint Johns – Northwest Commercial recorded in Official Records Book 1185, page 595, of the public records of St. Johns County, Florida.
6. Declaration of Covenants and Restrictions for Saint Johns – Northwest Master recorded in Official Records Book 1185, page 645, as amended by Notice of Relocation of Roadways – Saint Johns – Northwest Commercial recorded in Official Records Book 1198, page 866, and Supplementary Declaration of Covenants and Restrictions for Saint Johns – Northwest Commercial recorded in Official Records Book 1198, page 948, all of the public records of St. Johns County, Florida.

7. Declaration of Covenants, Easements and Restrictions, World Golf Village Golf Course and Hall of Fame recorded in Official Records Book 1185, page 1023, of the public records of St. Johns County, Florida.
8. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.
9. Exclusive rights as to development of timeshare estates, timeshare licenses or vacation clubs as such programs are defined under Chapter 721, F.S. contained in Special Warranty Deed in favor of Vistana WGV, Ltd., dated July 24, 1996, recorded in Official Records Book 1185, page 1409, of the public records of St. Johns County, Florida.
10. Terms and provisions of Section 9.7 of the Agreement for Sale and Purchase by and between SJH Partnership, Ltd. And Broudy Brothers, Inc. dated May 24, 1996, restricting the property from being used for the sale of package liquor for off-premises consumption.
11. Exclusive rights as to golf products store contained in Section 5.13, of Special Warranty Deed in favor of WGV Retail, General Partnership dated July 24, 1996, recorded in Official Records Book 1185, page 1519, of the public records of St. Johns County, Florida.
12. A 25-foot Upland Buffer as shown on survey by All American Surveyors Of Florida, Inc., dated July 31, 1998, as Revised December 10, 1998.
13. A 25-foot Landscape Buffer as shown on survey by All American Surveyors Of Florida, Inc., dated July 31, 1998, as Revised December 10, 1998.
14. Impact Fee Credit Agreement (Road Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596; Addendum To Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590 and Addendum To Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826, all of the Public Records of St. Johns County, Florida.
15. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
16. Covenants, Conditions, Restrictions, Easements and Reservations as set forth in Special Warranty Deed (Northwest Parcel 9) recorded December 17, 1997 in Official Records Book 1283, page 1871, of the public records of St. Johns County, Florida.
17. Terms, conditions and reservations as set forth in Access Easement (Northwest Parcel 9) recorded December 17, 1997 in Official Records Book 1283, page 1903, of the public records of St. Johns County, Florida.

18. Agreement for Sale and Purchase dated June 6, 1997 as contained in Memorandum Of Agreement (Northwest Parcel 9) recorded December 17, 1997 in Official Records Book 1283, page 1914, of the public records of St. Johns County, Florida.
19. Lease dated October 2, 1998 as contained in Memorandum Of Lease by and between Town Square At Saint Johns Limited Partnership ("Landlord") and Publix Super Markets, Inc. ("Tenant") recorded October 13, 1998 in Official Records Book 1355, page 436 and First Addendum thereto recorded November 20, 1998 in Official Records Book 1364, page 1670, both of the public records of St. Johns County, Florida.
20. Declaration Of Temporary Easement recorded in Official Records Book 1345, page 265, of the public records of St. Johns County, Florida.
21. Mortgage and Security Agreement between Town Square at Saint Johns Phase II Limited and CF Lender, LLC, recorded in Official Records Book 1468, page 1945, public records of St. Johns County, Florida
22. Assignment of Leases and Rents in favor of CF Lender, LLC, recorded in Official Records Book 1468, page 1986, public records of St. Johns County, Florida
23. UCC-1 Financing Statement in favor of CF Lender, LLC, recorded in Official Records Book 1468, page 2001, public records of St. Johns County, Florida

F:\DOC\SRHTOWNCENT\UTILITY.LEG



RADIUS = 2922.00'  
 DELTA = 03°42'20"  
 ARC = 188.88'  
 CHORD = 188.94'  
 S 48°39'48" E

PHASE I  
 (PARCEL SHOWN FOR REFERENCE ONLY PREVIOUSLY APPROVED  
 FDP NO. 88-021)  
 (3.22 ACRES)

**DEVELOPMENT PARCEL SITE INFORMATION SUMMARY**

**TOTAL PARCEL ACREAGE**  
 17.51 GROSS ACRES  
 10.68 ACRES PAVEMENT AREA (466,221 sf) - 61% ISR  
 4.04 ACRES BUILDING AREA (176,113 sf) - 23% ISR  
 14.72 ACRES TOTAL IMPERVIOUS (641,334 sf) - 84% ISR

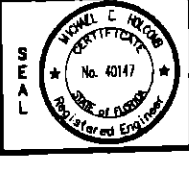
**LANDSCAPED AREAS**  
 1.33 ACRES INTERIOR (67,120.73 sf) 8.8% ISR  
 1.26 ACRES EXTERIOR (54,916.86 sf) 7.2% ISR  
 2.70 ACRES TOTAL (122,037.60) 16% ISR

**PROPOSED BUILDING INFORMATION**  
 FOUR (4) ONE STORY BUILDINGS 131,113 sf  
 TWO (2) TWO-STORY BUILDINGS 60,000 sf OVERALL  
 (22,500 sf FOOTPRINT EACH)  
 TOTAL BUILDING FOOTPRINT: 176,113 SF  
 TOTAL OVERALL BLDG. S.F. 220,828 sf  
 (MAXIMUM BUILDING HEIGHT 50')

**PARKING REQUIREMENTS**  
**OFFICE USE:**  
 90,000 sf / 500 sf = 180 SPACES  
 120 EMPLOYEES / 2 = 60 SPACES  
 TOTAL SPACES = 240 SPACES  
**COMMERCIAL SHOPPING CENTER USE:**  
 131,113 sf X 70% = 91,779 sf / 150 = 612 SPACES  
 TOTAL SPACES = 612 SPACES  
 TOTAL PARKING REQUIRED: 852 SPACES  
**PARKING PROPOSED:**  
 822 STANDARD  
 33 HANDICAP

REVISIONS	

MEH  
 MICHAEL E. HOLCOMB  
 FLORIDA REG. ENGINEER NO. 40147  
 GEORGIA REG. ENGINEER NO. \_\_\_\_\_  
 Date Signed & Sealed \_\_\_\_\_



**AIKENHEAD & ODOM Inc.**  
 CONSULTING ENGINEER

EXHIBIT "C" TO RESOLUTION

BILL OF SALE

UTILITY IMPROVEMENTS / ST. AUGUSTINE CENTRE

**ST. AUGUSTINE ASSOCIATES INC., A FLORIDA CORPORATION, AS TRUSTEE UNDER LAND TRUST AGREEMENT FOR ST. AUGUSTINE CENTRE LAND TRUST DATED JUNE 15, 1998**, for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system for Phase I of St. Augustine Centre DRI/PUD, said project being more particularly described on Exhibit "A" attached hereto and incorporated herein. Said personal property, fixtures and equipment being more particularly described on the attached Exhibit B.

St. Augustine Associates, Inc. does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it the lawful claims and demands of all persons.

In witness whereof, St. Augustine Associates, Inc. has caused this instrument to be duly executed and delivered by its duly authorized officer on this 14<sup>th</sup> day of July, 1999.

Signed, Sealed and  
Delivered in the  
presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

ST. AUGUSTINE ASSOCIATES  
INC., A FLORIDA  
CORPORATION, AS TRUSTEE  
UNDER LAND TRUST  
AGREEMENT FOR ST.  
AUGUSTINE CENTRE LAND  
TRUST

By:   
\_\_\_\_\_  
Its: Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

This instrument was acknowledged before me this 14<sup>th</sup> day of July, 1999, by Spencer S. Phelps, as Vice President of St. Augustine Associates, Inc., a Florida corporation, as Trustee under Land Trust Agreement for St. Augustine Centre Land Trust.

Patsy M. Chace

Patsy M. Chace

Notary Public

State of Florida at Large

Commission #CC617118

My Commission Expires: March 4, 2001

Personally Known

Or Produced I.D.



Patsy M Chace  
My Commission CC617118  
Expires March 4, 2001

**ST. AUGUSTINE CENTRE  
ST. JOHNS COUNTY, FLORIDA  
AS-BUILT INFORMATION**

**WATER DISTRIBUTION SYSTEMS :**MAINS (Includes bends, tees, reducers, plugs, mech. restraints, casings, etc.)

12" PVC (DR 18/25) Main	-	8320 LF
12" PVC (HDPE) Main	-	320 LF

VALVES :

12" Gate Valves	-	19 ea
6" Gate Valves	-	13 ea
4" Gate Valves	-	1 ea
2" Gate Valves	-	1 ea
Air Release Valves	-	2 ea
Leak Detectors	-	14 ea

HYDRANTS :

F. H. Assembly	-	10 ea
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SERVICES :

8" Water Service	-	4 ea.
6" Water Service	-	2 ea.
2" Water Service	-	1 ea.

**SANITARY SEWER COLLECTION SYSTEM :**MAINS :

15" PVC Gravity	-	28 LF
12" PVC Gravity	-	475 LF
10" PVC Gravity	-	1295 LF
8" PVC Gravity	-	1613 LF
8" PVC Force Main	-	2100 LF

MANHOLES :

Type 'A'	-	8 ea
Type 'B'	-	1 ea

PUMPING STATION & STRUCTURES :

Fence	-	200 LF
Wetwell	-	1 ea
Pump Assembly	-	1 ea (Includes Pumps, housing, piping, etc.)
Electronic Control Panel	-	1 ea. (Includes service, meters, telemetry, etc.)

<b>TOTAL VALUE OF IMPROVEMENTS</b>	<b>=</b>	<b>\$ 714,911.00</b>
<b>(Based on actual construction billing records)</b>		

EXHIBIT "D" TO RESOLUTION

Prepared by and return to  
Sharon Roberts Henderson  
Martin, Ade, Birchfield & Mickler  
Post Office Box 59  
Jacksonville, Florida 32201

Public Records of  
St. Johns County, FL  
Clerk# 00-002662  
O.R. 1468 PG 1911  
11:09AM 01/21/2000  
REC \$17.00 SUR \$2.50

For Clerk's Use Only

**BILL OF SALE**

THAT TOWN SQUARE AT SAINT JOHNS LIMITED, a Florida limited partnership conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable consideration to it paid by St. Johns County, Florida, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered and by these presents does grant bargain, sell, transfer, set over and deliver unto the party of the second part, the extension to the Utility System (constructed by the party of the first part) and the complete water and/or wastewater system located on the real property described in Exhibit "A" attached hereto (being hereinafter collectively referred to as the Extension).

Party of the first part hereby warrants and represents that is has all the requisite right and authority to make this conveyance, and that the Extension is free from all liens and other encumbrances, and that contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the Extension have been paid in full, but except for the foregoing warranties or other expressed warranties given in writing, party of the first part makes no representation or warranties whatsoever, express or implied, and this conveyance as is.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name the day and year first above written.

WITNESSES:

TOWN SQUARE AT SAINT JOHNS LIMITED, a Florida limited partnership

Sharon R. Henderson  
Print: Sharon R. Henderson

Patricia A. Garvin  
Print: Patricia A. Garvin

By: AVENTURA/TOWN SQUARE, INC., a Florida corporation, Its general partner

By: Steven C. Koegler  
Steven C. Koegler  
Its Secretary

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2000, by Steven C. Koegler, as Secretary of AVENTURA/TOWN SQUARE, INC., a Florida corporation, as general partner of TOWN SQUARE AT SAINT JOHNS LIMITED, a Florida limited partnership, on behalf of the limited partnership. He ( ) is personally known to me or (X) has produced a Florida Driver's License as identification.

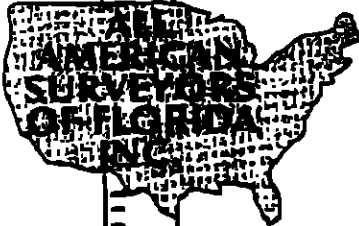
Patricia A. Garvin  
Print: Patricia A. Garvin  
Notary Public, State of Florida

My Commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

(Notarial Seal)



Patricia A. Garvin  
MY COMMISSION # GC538331 EXPIRES  
May 18, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.



PARCEL B (0.92 ACRES)

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 89° 32' 10" WEST, ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 300.10 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE NO. 95 TO INTERNATIONAL GOLF PARKWAY, (A RIGHT-OF-WAY OF VARYING WIDTHS); THENCE SOUTH 05° 35' 47" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE; AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23° 28' 17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41° 20' 46" WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44° 29' 54" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 562.78 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF W G V BOULEVARD, (A RIGHT-OF-WAY OF VARYING WIDTHS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00° 30' 06" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45° 30' 05" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE



LAND SURVEYORS

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NORTH 41° 48' 12" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 121.82 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 47° 36' 34" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 24.95 FEET; THENCE SOUTH 53° 32' 55" WEST, A DISTANCE OF 26.72 FEET; THENCE NORTH 42° 30' 47" WEST, A DISTANCE OF 19.23 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 72.00 FEET; THENCE SOUTH 42° 30' 47" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 9.00 FEET; THENCE NORTH 42° 30' 47" WEST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 81.00 FEET; THENCE SOUTH 42° 30' 47" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 47° 29' 13" WEST, A DISTANCE OF 22.07 FEET; THENCE NORTH 80° 37' 38" WEST, A DISTANCE OF 44.20 FEET; THENCE SOUTH 47° 54' 27" WEST, A DISTANCE OF 30.43 FEET; THENCE NORTH 46° 19' 35" WEST, A DISTANCE OF 75.13 FEET; THENCE NORTH 74° 29' 52" EAST, A DISTANCE OF 23.34 FEET; THENCE NORTH 45° 30' 08" WEST, A DISTANCE OF 92.37 FEET; THENCE SOUTH 74° 29' 52" WEST, A DISTANCE OF 23.09 FEET; THENCE NORTH 45° 30' 08" WEST, A DISTANCE OF 10.39 FEET; THENCE NORTH 74° 29' 52" EAST, A DISTANCE OF 23.09 FEET; THENCE NORTH 45° 30' 08" WEST, A DISTANCE OF 81.00 FEET; THENCE SOUTH 74° 29' 52" WEST, A DISTANCE OF 22.95 FEET; THENCE NORTH 47° 55' 42" WEST, A DISTANCE OF 52.65 FEET; THENCE NORTH 44° 50' 10" EAST, A DISTANCE OF 44.96 FEET; THENCE SOUTH 75° 40' 12" EAST, A DISTANCE OF 51.04 FEET; THENCE SOUTH 45° 30' 08" EAST, A DISTANCE OF 172.00 FEET; THENCE SOUTH 80° 54' 52" EAST, A DISTANCE OF 41.85 FEET; THENCE NORTH 47° 29' 13" EAST, A DISTANCE OF 163.00 FEET; THENCE NORTH 42° 30' 47" WEST, A DISTANCE OF 24.08 FEET; THENCE NORTH 48° 11' 51" EAST, A DISTANCE OF 43.30 FEET TO A POINT IN SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD; THENCE SOUTH 41° 48' 12" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 128.16 FEET TO THE POINT OF BEGINNING.