

RESOLUTION NO. 2004- 49

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE TWO EASEMENTS AS PER THE AGREEMENT ADOPTED BY RESOLUTION NO. 2003-250 ON DECEMBER 16, 2003, BETWEEN SEMBLER FLORIDA, INC. AND ST. JOHNS COUNTY.

RECITALS

WHEREAS, Resolution No. 2003-250 approved the terms of an Agreement between Sembler Florida, Inc. and St. Johns County, for the acquisition of property for right-of-way at the intersection of Mickler Road and CR 210 (Palm Valley Road) approving certain shared drainage and construction responsibilities for the transportation project; and

WHEREAS, as per the terms of the Agreement the County agreed to grant a Drainage Easement and Covenants and a Permanent Access/Temporary Construction Easement, attached hereto as Exhibit "A" and Exhibit "B" incorporated by reference and made a part hereof; and

WHEREAS, the Easements allow Sembler joint use of the retention ponds for the transportation project and the development of the shopping center. Sembler agreed to maintain the ponds; and

WHEREAS, it is in the best interest of the public to grant the Easements to ensure proper drainage for the future build-out of the intersection of Mickler Road and CR 210 (Palm Valley Road) and the proposed roundabout.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County as follows:


Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby authorizes the County Administrator to execute the Grant of Easements.

Section 3. The Clerk of Court is authorized to deliver the original Grant of Easements to the St. Johns County Real Estate Division. The Grant of Easements will be recorded with the closing documents and the Agreement in the Official Records of St. Johns County, Florida.

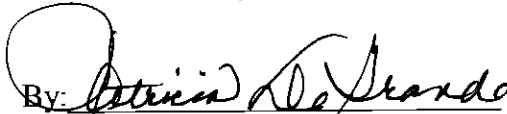
PASSED AND ADOPTED, this 16th day of March, 2004.

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

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

RENDITION DATE 3-17-04

By: 
Deputy Clerk




EXHIBIT "A" to the Resolution

Prepared by and RETURN TO:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

Space above reserved for Clerk's office

GRANT OF DRAINAGE EASEMENT AND COVENANTS

THIS GRANT OF DRAINAGE EASEMENT AND COVENANTS running with the land, made this _____ day of March 2004, between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the Grantor, and **SEMBLER FAMILY PARTNERSHIP #27, LTD.**, a Florida limited partnership, whose address is 5858 Central Avenue, St. Petersburg, Florida 33707, hereinafter called the Grantee.

WITNESSETH: That Grantee owns certain lands situate in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto, incorporated by reference and made a part hereof (the "Shopping Center Property"), which Shopping Center Property is adjacent to Mickler Road and Palm Valley Road and that certain land owned by the Grantor which is more particularly described in Exhibit "B" attached hereto, incorporated by reference and made a part hereof (the "County Property").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, an unobstructed right-of-way and non-exclusive perpetual easement with the right, privilege, and authority to said Grantee, to construct, install, lay, use, maintain, improve, and/or repair either above or below the surface of the ground stormwater ponds and drainage facilities, for the purpose of discharging and retaining stormwater run-off generated from the Shopping Center Property, county roads adjacent thereto and the County Property, on, along, over, through, across, or under the County Property and the following described land

situate in St. Johns County, Florida, subject to the parameters described in the obligations of the Grantor and Grantee set forth below to wit:

Property attached hereto as Exhibit "C", incorporated by reference and made a part hereof, together with the area which is ten (10) feet wide on each side of any drainage pipes to be installed by the Grantee extending from the Shopping Center Property across the county roads adjacent thereto and the County Property to the ponds described in Exhibit "C".

For purposes of this Grant of Drainage Easement and Covenants, the County Property, the twenty (20) foot wide easement referred herein for the underground drainage pipes and the ponds described in Exhibit "C" shall be referred to as the "Easement Area".

1. **Grantor's Agreements.** As further consideration for Grantee's consideration, **Grantor** hereby agrees:

(a) To cooperate with the Grantee in obtaining all necessary approvals and permits from the appropriate governmental agencies in connection with the Grantee's design, construction, maintenance and use of the stormwater retention ponds and drainage facilities to be located from time to time in the Easement Area.

(b) To reimburse the Grantee for the design, permitting and construction of the stormwater retention ponds and drainage facilities to be located in the Easement Area, in the amount, and pursuant to the terms of the Agreement between Grantor and Grantee dated December 16, 2003 (the "Agreement").

(c) That no buildings or similar improvements shall be constructed or installed by the Grantor in the Easement Area, and all public right-of-ways and roadways adjacent to the Easement Area shall remain and be maintained as public right-of-ways and roadways. The Easement Area shall be improved only with the drainage facilities described in this instrument, certain roadway and access improvements to be installed and constructed in the County Property, and landscaping/sod improvements which shall be installed and maintained by the Grantor over all portions of the Easement Area and County Property which are not otherwise improved for roadway purposes, at the Grantor's sole cost and expense, and to the level and extent that all other County right-of-way maintenance is performed. Such landscaping/sod improvements shall in no event exceed three (3) feet in height and shall not obstruct the visibility of the Shopping Center Property from the roadways adjacent thereto and the County Property.

2. **Grantee's Agreements.** As further consideration for Grantor's consideration, **Grantee** hereby agrees to:

(a) Be responsible for designing, permitting and constructing the stormwater retention ponds and drainage facilities in the Easement Area, at the Grantee's sole cost and expense, but subject to the Grantor's reimbursement obligations as set forth in the Agreement, in accordance with all applicable local, state or federal laws, rules, regulations and ordinances.

(b) Design, permit, construct, operate maintain and repair the stormwater retention ponds with sufficient treatment volume and capacity to accommodate the runoff from the impervious area of a built out roundabout road intersection of Palm Valley Road and Mickler Road, in addition to the runoff from the impervious area of the Shopping Center Property and the County Property. The required cubic feet of treatment volume and capacity shall not be reduced or replaced by any other property owner who contributes runoff to the stormwater retention ponds.

(c) Be responsible for the operation, maintenance and repair of said stormwater retention ponds and drainage facilities to be located from time to time in the Easement Area, and keep them in good condition and repair, and in compliance with all applicable laws, rules, regulations and ordinances, at the Grantee's sole cost and expense.

(d) Construct and maintain said stormwater retention ponds in a condition that does not violate any existing local, state or federal permits.

3. **Relocation of Stormwater Retention Ponds.** The Grantor may relocate the stormwater retention ponds provided the Grantor provides no less than a 120-day written notice of such relocation to the Grantee, and further provided such relocation shall not interrupt the use and operation of the Shopping Center Property in any manner, alter or change the maintenance obligations of the Grantee as to said stormwater retention ponds or increase the cost of performing such maintenance obligations, and further provided that such relocation shall be accomplished at the sole cost and expense of the Grantor, and shall be performed in accordance with all necessary approvals and permits from the appropriate governmental agencies, and if such relocation shall require any additional outfall easements, the Grantor shall be responsible for obtaining same, at the Grantor's sole cost and expense.

4. **Estoppel Certificates.** Within ten (10) days after request by a party to this Grant of Drainage Easement and Covenants (the "Requesting Party"), each of the parties to this instrument (each a "Responding Party") agrees to execute and deliver a certificate, in the form prepared by the Requesting Party and reasonably acceptable to the Responding Party,

addressed to any proposed mortgagee, purchaser or lessee of a portion or portions of the Shopping Center Property or County Property, certifying (if such be the case) to matters reasonably requested by the Requesting Party and such mortgagee, purchaser or lessee, including, without limitation, the following: (a) that, to the best of the Responding Party's knowledge and belief, there are no existing defaults on the part of the Requesting Party under any provision of this Grant of Drainage Easement and Covenants; and (b) that the addressee of said certificate may rely on the representations therein made. If the Requesting Party does not receive the certificate described herein on a timely basis, then the Responding Party hereby appoints the Requesting Party, as its attorney-in-fact, to execute and deliver any such certificate on behalf of the Responding Party, which appointment is coupled with an interest.

5. **Attorneys' Fees.** In the event any party to this Grant of Drainage Easement and Covenants shall be in default under this instrument, or if any dispute shall arise between the parties concerning the interpretation of this Grant of Drainage Easement and Covenants, and if an action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that either party was in default, or that the court agrees with one party's interpretation of the disputed provision of this Grant of Drainage Easement and Covenants, the prevailing party shall be entitled to recover from the other party all attorneys' fees and litigation expenses incurred or paid by the prevailing party in connection therewith.

6. **Incidental Rights.** The easement rights granted and conveyed herein include the creation of all incidental rights reasonably necessary for the use and enjoyment of such easements for their intended purposes, including, without limitation, the right of entry onto those portions of the Shopping Center Property and the County Property, as reasonably necessary, for purposes of construction, installation, operation, maintenance and repair of any improvements required or permitted hereunder within the Easement Area.

7. **Standards of Maintenance.** In the event that any portion of the Easement Area or the improvements located thereon require maintenance, repair, replacement or removal (the "Maintenance Obligations"), the party designated in this Grant of Drainage Easement and Covenants to be responsible for such Maintenance Obligations (the "Responsible Party") agrees to conduct such Maintenance Obligations in a manner which shall limit, to the extent reasonably and commercially possible, interruptions to the other party's(ies) (the "Other Party") use of such Easement Area in accordance with this instrument, and, upon completion of such Maintenance Obligations, the Responsible Party agrees to restore the surface of such Easement Area to the condition in which it existed prior to the need for such Maintenance Obligations. Furthermore, the Responsible Party agrees to give no less than

thirty (30) days written notice to the Other Party if the Responsible Party will be conducting or performing any major Maintenance Obligations. For purposes of this instrument, a "major Maintenance Obligation" shall be one in which the maintenance, repair, replacement or removal may have the effect of causing interruptions to the Other Party's use of the Easement Area. Notwithstanding anything to the contrary in this Grant of Drainage Easement and Covenants, each party shall be responsible for any maintenance and repairs to the other party's property and/or the Easement Area caused by the negligence of such party, its tenants, subtenants, agents, customers, employees, guests, and invitees.

8. **Performance of Obligations.** In the event that Grantee shall grant occupancy rights in or upon the Shopping Center Property to any third party pursuant to a lease, license or other written occupancy agreement, such occupant(s) shall have and be subject to the rights, benefits, terms, conditions and obligations of and shall have the right to enforce the terms of this Grant of Drainage Easement and Covenants. The Grantor agrees to accept performance of any and all of Grantee's obligations hereunder by such third party occupant(s), provided the Grantor has approved the assignment of such performance obligations to such third party occupant(s) in writing. Grantor acknowledges and agrees, however, that such occupant(s) shall not assume or be responsible for any obligations which arise from the negligence of Grantee or the result of a default by Grantee under this Grant of Drainage Easement and Covenants, and/or any obligations that are to be completed by Grantee prior to the commencement of the occupancy rights between such occupant(s) and Grantee.

9. **Counterparts.** This Grant of Drainage Easement and Covenants may be executed by the parties hereto in any number of counterparts, each of which being an original, and all of which, when taken together, shall constitute one and the same agreement.

10. **Binding Effect.** This Grant of Drainage Easement and Covenants and the obligations and rights set forth above shall run with the land and shall be binding upon, and inure to the benefit and burden of the successor and assigns of the respective parties hereto. Provided, however, that notwithstanding anything to the contrary contained herein, as to any Maintenance Obligations to be performed by the Grantee herein, such obligations shall run only with the land described in Exhibit "D" attached hereto, incorporated by reference and made a part hereof (the "Shopping Center Tract"), and shall be binding upon, and inure to the benefit and burden of the successors and assigns of the Shopping Center Tract.

EXHIBIT "A"
Shopping Center Property Legal Description

A PART OF GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, LYING EAST OF STATE ROAD 210 AND SOUTH OF MICKLER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N89°25'17"E, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1156.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PALM VALLEY ROAD (STATE ROAD 210, A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE CONTINUE N89°25'17"E, ALONG SAID SOUTH LINE, A DISTANCE OF 133.25 FEET TO THE **POINT OF BEGINNING**; THENCE N00°34'47"W, LEAVING SAID SOUTH LINE, A DISTANCE OF 81.57 FEET; THENCE N14°00'02"E, A DISTANCE OF 118.87 FEET; THENCE N24°57'48"E, A DISTANCE OF 70.19 FEET; THENCE N52°21'30"E, A DISTANCE OF 94.67 FEET; THENCE N17°02'20"E, A DISTANCE OF 51.61 FEET; THENCE N24°57'46"E, A DISTANCE OF 62.26 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N41°25'46"E, AND A CHORD DISTANCE OF 79.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MICKLER ROAD, (A VARIABLE 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE N57°53'46"E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1179.28 FEET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 433.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N47°21'47"E, AND A CHORD DISTANCE OF 431.16 FEET TO A POINT ON SAID CURVE; THENCE S00°27'34"E, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 775.84 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 15; THENCE S89°25'17"W, ALONG SAID SOUTH LINE, A DISTANCE OF 559.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6.28 ACRES, MORE OR LESS

EXHIBIT "B"
County Property Legal Description

A PART OF GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N89°25'17"E, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1156.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PALM VALLEY ROAD (STATE ROAD NO. 210, A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE **POINT OF BEGINNING**; THENCE N01°29'35"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 79.34 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N28°12'05"E AND A CHORD DISTANCE OF 78.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MICKLER ROAD (A VARIABLE 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE N57°53'47"E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 387.22 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHWESTERLY, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S41°25'46"W AND A CHORD DISTANCE OF 79.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S24°57'46"W A DISTANCE OF 62.26 FEET; THENCE S17°02'20"W, A DISTANCE OF 51.61 FEET; THENCE S52°21'30"W, A DISTANCE OF 94.67 FEET; THENCE S24°57'48"W, A DISTANCE OF 70.19 FEET; THENCE S14°00'02"W, A DISTANCE OF 118.87 FEET; THENCE S00°34'47"E, A DISTANCE OF 81.57 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 15; THENCE S89°25'16"W, ALONG SAID SOUTH LINE, A DISTANCE OF 133.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1.42 ACRES MORE OR LESS.

EXHIBIT "C"
Pond A Legal Description
Page 1 of 2

A PART OF MICKLER ROAD, LYING IN GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF LOT 14, THE PLANTATION AT PONTE VEDRA UNIT 10, AS RECORDED IN MAP BOOK 31, PAGES 108 THROUGH 114 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S65°56'21"E, ALONG THE NORTHERLY LINE OF SAID PLAT, A DISTANCE OF 39.01 FEET TO A POINT ON THE NEW NORTHWESTERLY RIGHT-OF-WAY LINE OF MICKLER ROAD (A RIGHT-OF-WAY OF VARYING WIDTH, ACCORDING TO OFFICIAL RECORDS BOOK 1196, PAGE 685 OF SAID PUBLIC RECORDS); THENCE S19°32'55"W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 142.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1950.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 664.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S30°20'15"W AND A CHORD DISTANCE OF 661.59 FEET TO A POINT ON SAID CURVE; THENCE S49°53'44"E, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 12.77 FEET TO THE **POINT OF BEGINNING**; THENCE S84°38'08"E, A DISTANCE OF 150.80 FEET; THENCE S05°21'54"W, A DISTANCE OF 29.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 473.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S42°32'47"W AND A CHORD DISTANCE OF 98.49 FEET TO A POINT ON SAID CURVE; THENCE S53°24'45"W, A DISTANCE OF 120.36 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N83°58'06"W AND A CHORD DISTANCE OF 25.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N41°20'57"W, A DISTANCE OF 4.06 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 9.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N86°21'01"W AND A CHORD DISTANCE OF 12.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S48°38'55"W, A DISTANCE OF 31.61 FEET; THENCE N41°21'07"W, A DISTANCE OF 21.77 FEET; THENCE N07°23'40"W, A DISTANCE OF 72.91 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1961.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N42°29'49"E AND A CHORD DISTANCE OF 154.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.68 ACRES MORE OR LESS.

EXHIBIT "C"
Pond B Legal Description

Page 2 of 2

A PART OF PALM VALLEY ROAD, LYING IN GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N89°25'17"E, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1156.94 FEET TO A POINT ON THE OLD EASTERLY RIGHT-OF-WAY LINE OF PALM VALLEY ROAD (AS IT WAS ESTABLISHED AT A 66.00 FOOT WIDE RIGHT-OF-WAY); THENCE N01°29'35"W, ALONG SAID OLD EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 188.33 FEET TO THE **POINT OF BEGINNING**; THENCE S32°57'09"W, LEAVING SAID OLD EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 57.98 FEET; THENCE S81°22'11"W, A DISTANCE OF 22.96 FEET; THENCE N08°37'57"W, A DISTANCE OF 81.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 157.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N15°04'03"W AND A CHORD DISTANCE OF 156.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N21°30'09"W, A DISTANCE OF 122.36 FEET; THENCE N68°29'50"E, A DISTANCE OF 22.83 FEET; THENCE S66°09'12"E, A DISTANCE OF 140.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 138.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 108.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S43°32'25"E AND A CHORD DISTANCE OF 106.12 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 78.83 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S06°00'45"W AND A CHORD DISTANCE OF 71.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S32°57'09"W, A DISTANCE OF 116.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.93 ACRES, MORE OR LESS.

EXHIBIT "D"
Shopping Center Tract Legal Description

A PART OF GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, LYING EAST OF STATE ROAD 210 AND SOUTH OF MICKLER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 89°25'17" EAST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1156.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PALM VALLEY ROAD (STATE ROAD 210, A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE CONTINUE NORTH 89°25'17" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 133.25 FEET; THENCE NORTH 00°34'47" WEST, LEAVING SAID SOUTH LINE, A DISTANCE OF 81.57 FEET; THENCE NORTH 14°00'02" EAST, A DISTANCE OF 95.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 14°00'02" EAST, A DISTANCE OF 23.73 FEET; THENCE NORTH 24°57'48" EAST, A DISTANCE OF 70.19 FEET; THENCE NORTH 52°21'30" EAST, A DISTANCE OF 94.67 FEET; THENCE NORTH 17°02'20" EAST, A DISTANCE OF 51.61 FEET; THENCE NORTH 24°57'46" EAST, A DISTANCE OF 62.26 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°25'46" EAST, AND A CHORD DISTANCE OF 79.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MICKLER ROAD, (A VARIABLE 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 57°53'46" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1179.28 FEET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°38'41" EAST, AND A CHORD DISTANCE OF 92.66 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 36°36'26" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 28.71 FEET; THENCE SOUTH 65°02'14" EAST, A DISTANCE OF 62.45 FEET; THENCE SOUTH 00°27'34" EAST, A DISTANCE OF 59.06 FEET; THENCE NORTH 89°32'26" EAST, A DISTANCE OF 169.26 FEET; THENCE SOUTH 00°27'34" EAST, A DISTANCE OF 428.98 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 15; THENCE SOUTH 89°25'17" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 346.17 FEET; THENCE NORTH 00°27'34" WEST, A DISTANCE OF 85.05 FEET; THENCE NORTH 14°00'29" EAST, A DISTANCE OF 11.79 FEET; THENCE NORTH 65°02'13" WEST, A DISTANCE OF 101.48 FEET; THENCE NORTH 75°32'21" WEST, A DISTANCE OF 37.47 FEET; THENCE NORTH 65°02'16" WEST, A DISTANCE OF 35.53 FEET; THENCE NORTH 75°59'58" WEST, A DISTANCE OF 33.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.53 ACRES, MORE OR LESS.

EXHIBIT "B" to the Resolution

Prepared by and RETURN TO:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

Space above reserved for Clerk's office

**GRANT OF TEMPORARY CONSTRUCTION AND
PERMANENT ACCESS EASEMENTS AND COVENANTS**

THIS GRANT OF TEMPORARY CONSTRUCTION AND PERMANENT ACCESS EASEMENTS AND COVENANTS running with the land, made this _____ day of March 2004, between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the Grantor, and **SEMBLER FAMILY PARTNERSHIP #27, LTD.**, a Florida limited partnership, whose address is 5858 Central Avenue, St. Petersburg, Florida 33707, hereinafter called the Grantee.

WITNESSETH: That Grantee owns certain lands situate in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto, incorporated by reference and made a part hereof (the "Shopping Center Property"), which Shopping Center Property is adjacent to Mickler Road and Palm Valley Road and that certain land owned by the Grantor which is more particularly described in Exhibit "B" attached hereto, incorporated by reference and made a part hereof (the "County Property").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, an unobstructed right-of-way and non-exclusive temporary construction easement over, on, along, through, across and under that portion of Mickler Road and Palm Valley Road which is adjacent to the Shopping Center Property and the County Property for the purpose of constructing a roundabout and other road improvements in said areas, with the right, privilege, and authority to said

Grantee, to construct, install, lay, use, improve, and/or repair either above or below the surface of the said roads, areas and County Property, and an unobstructed right-of-way and non-exclusive permanent and perpetual easement for ingress, egress and access over, on, along, through, across and under any such roundabout and other road improvements, as may exist from time to time, and over, on, along, through across and under the County Property and the permanent curb cut locations shown and designated on Exhibit "C" attached hereto, incorporated by reference and made a part hereof, subject to the parameters described in the obligations of the Grantor and Grantee set forth below to wit:

For purposes of this Grant of Temporary Construction and Permanent Access Easements and Covenants, the portion of Mickler Road and Palm Valley Road, the County Property and the permanent curb cut locations shown on Exhibit "C" which are subject to this Grant of Temporary Construction and Permanent Access Easements and Covenants shall be referred to as the "Easement Area".

1. **Grantor's Agreements.** As further consideration for Grantee's consideration, **Grantor** hereby agrees to comply with and abide by all of the terms of the Agreement between Grantor and Grantee dated December 16, 2003, and as follows:

(a) That no buildings or similar improvements shall be constructed or installed by the Grantor in the Easement Area, and all public right-of-ways and roadways adjacent to the Easement Area shall remain and be maintained as public right-of-ways and roadways. The Easement Area shall be improved only with the roundabout and other road improvements and curb cuts described in this instrument, and landscaping/sod improvements which shall be installed and maintained by the Grantor over all portions of the Easement Area which are not otherwise improved for roadway purposes, at the Grantor's sole cost and expense, and to the level and extent that all other County right-of-way maintenance is performed. Such landscaping/sod improvements shall in no event exceed three (3) feet in height and shall not obstruct the visibility of the Shopping Center Property from the roadways adjacent thereto and the County's Property.

(b) To be responsible for the operation, maintenance and repair of said roundabout and other road improvements and curb cuts to be located from time to time in the Easement Area, and keep them in good condition and repair, and in compliance with all applicable laws, rules, regulations and ordinances, at the Grantee's sole cost and expense.

2. **Grantee's Agreements.** As further consideration for Grantor's consideration, **Grantee** hereby agrees to:

(a) Be responsible for designing, permitting and construction of the roundabout and other road improvements and curb cuts in the Easement Area, at the Grantee's sole cost and expense, but subject to the Grantor's reimbursement obligations as set forth above, in accordance with all applicable local, state or federal laws, rules, regulations and ordinances.

(b) Construct said roundabout and other road improvements to a standard that does not violate any existing local, state or federal permits.

3. **Estoppel Certificates.** Within ten (10) days after request by a party to this Grant of Temporary Construction and Permanent Access Easements and Covenants (the "Requesting Party"), each of the parties to this instrument (each a "Responding Party") agrees to execute and deliver a certificate, in the form prepared by the Requesting Party and reasonably acceptable to the Responding Party, addressed to any proposed mortgagee, purchaser or lessee of a portion or portions of the Shopping Center Property or County Property, certifying (if such be the case) to matters reasonably requested by the Requesting Party and such mortgagee, purchaser or lessee, including, without limitation, the following: (a) that, to the best of the Responding Party's knowledge and belief, there are no existing defaults on the part of the Requesting Party under any provision of this Grant of Temporary Construction and Permanent Access Easements and Covenants; and (b) that the addressee of said certificate may rely on the representations therein made. If the Requesting Party does not receive the certificate described herein on a timely basis, then the Responding Party hereby appoints the Requesting Party, as its attorney-in-fact, to execute and deliver any such certificate on behalf of the Responding Party, which appointment is coupled with an interest.

4. **Attorneys' Fees.** In the event any party to this Grant of Temporary Construction and Permanent Access Easements and Covenants shall be in default under this instrument, or if any dispute shall arise between the parties concerning the interpretation of this Grant of Temporary Construction and Permanent Access Easements and Covenants, and if an action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that either party was in default, or that the court agrees with one party's interpretation of the disputed provision of this Grant of Temporary Construction and Permanent Access Easements and Covenants, the prevailing party shall be entitled to recover from the other party all attorneys' fees and litigation expenses incurred or paid by the prevailing party in connection therewith.

5. **Incidental Rights.** The easement rights granted and conveyed herein include the creation of all incidental rights reasonably necessary for the use and enjoyment of such easements for their intended purposes, including, without limitation, the right of entry onto those portions of the Shopping Center Property and the County Property, as reasonably necessary, for purposes of construction, installation, operation, maintenance and repair of any improvements required or permitted hereunder within the Easement Area.

6. **Standards of Maintenance.** In the event that any portion of the Easement Area or the improvements located thereon require maintenance, repair, replacement or removal (the "Maintenance Obligations"), the party designated in this Grant of Temporary Construction and Permanent Access Easements and Covenants to be responsible for such Maintenance Obligations (the "Responsible Party") agrees to conduct such Maintenance Obligations in a manner which shall limit, to the extent reasonably and commercially possible, interruptions to the other party's(ies) (the "Other Party") use of such Easement Area in accordance with this instrument, and, upon completion of such Maintenance Obligations, the Responsible Party agrees to restore the surface of such Easement Area to the condition in which it existed prior to the need for such Maintenance Obligations. Furthermore, the Responsible Party agrees to give no less than thirty (30) days written notice to the Other Party if the Responsible Party will be conducting or performing any major Maintenance Obligations. For purposes of this instrument, a "major Maintenance Obligation" shall be one in which the maintenance, repair, replacement or removal may have the effect of causing interruptions to the Other Party's use of the Easement Area. Notwithstanding anything to the contrary in this Grant of Temporary Construction and Permanent Access Easements and Covenants, each party shall be responsible for any maintenance and repairs to the other party's property and/or the Easement Area caused by the negligence of such party, its tenants, subtenants, agents, customers, employees, guests, and invitees.

7. **Performance of Obligations.** In the event that Grantee shall grant occupancy rights in or upon the Shopping Center Property to any third party pursuant to a lease, license or other written occupancy agreement, such occupant(s) shall have and be subject to the rights, benefits, terms, conditions and obligations of and shall have the right to enforce the terms of this Grant of Temporary Construction and Permanent Access Easements and Covenants. The Grantor agrees to accept performance of any and all of Grantee's obligations hereunder by such third party occupant(s), provided the Grantor has approved the assignment of such performance obligations to such third party occupant(s), in writing. Grantor acknowledges and agrees, however, that such occupant(s) shall not assume or be responsible for any obligations which arise from the negligence of Grantee or the result of a default by Grantee under this Grant of Temporary Construction and Permanent Access Easements and

Covenants, and/or any obligations that are to be completed by Grantee prior to the commencement of the occupancy rights between such occupant(s) and Grantee.

8. **Counterparts.** This Grant of Temporary Construction and Permanent Access Easements and Covenants may be executed by the parties hereto in any number of counterparts, each of which being an original, and all of which, when taken together, shall constitute one and the same agreement.

9. **Binding Effect.** This Grant of Temporary Construction and Permanent Access Easements and Covenants and the obligations and rights set forth above shall run with the land and shall be binding upon, and inure to the benefit and burden of the successor and assigns of the respective parties hereto. Provided, however, that notwithstanding anything to the contrary contained herein, as to any Maintenance Obligations to be performed by the Grantee herein, such obligations shall run only with the land described in Exhibit "D" attached hereto, incorporated by reference and made a part hereof (the "Shopping Center Tract"), and shall be binding upon, and inure to the benefit and burden of the successors and assigns of the Shopping Center Tract.

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

GRANTOR:

ST. JOHNS COUNTY, FLORIDA

Signature of Witness

Legibly Print Name of Witness

By: _____
Ben W. Adams, Jr.
County Administrator

Signature of Witness

Legibly Print Name of Witness

(SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this _____ day of March, 2004 by **Ben W. Adams, Jr.**, who is personally known to me and who, as the County Administrator of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, is authorized to act on behalf of the County.

My Commission Expires:

Notary Public (SEAL)

Legibly Print Name of Notary Public

GRANTEE:

SEMBLER FAMILY PARTNERSHIP #27,
LTD., a Florida limited partnership

By: SEMBLER RETAIL, INC., a Florida
corporation, General Partner

By: _____
Craig H. Sher, President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this _____ day of March, 2004 by **Craig H. Sher**, who is personally known to me and who, as the President of Sembler Retail, Inc., a Florida corporation, as the General Partner of SEMBLER FAMILY PARTNERSHIP #27, LTD., a Florida limited partnership, is authorized to act on behalf of the corporation, as the general partner of the limited partnership.

My Commission Expires:

Notary Public (SEAL)

Legibly Print Name of Notary Public

EXHIBIT "A"
Shopping Center Property Legal Description

A PART OF GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, LYING EAST OF STATE ROAD 210 AND SOUTH OF MICKLER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N89°25'17"E, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1156.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PALM VALLEY ROAD (STATE ROAD 210, A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE CONTINUE N89°25'17"E, ALONG SAID SOUTH LINE, A DISTANCE OF 133.25 FEET TO THE **POINT OF BEGINNING**; THENCE N00°34'47"W, LEAVING SAID SOUTH LINE, A DISTANCE OF 81.57 FEET; THENCE N14°00'02"E, A DISTANCE OF 118.87 FEET; THENCE N24°57'48"E, A DISTANCE OF 70.19 FEET; THENCE N52°21'30"E, A DISTANCE OF 94.67 FEET; THENCE N17°02'20"E, A DISTANCE OF 51.61 FEET; THENCE N24°57'46"E, A DISTANCE OF 62.26 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N41°25'46"E, AND A CHORD DISTANCE OF 79.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MICKLER ROAD, (A VARIABLE 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE N57°53'46"E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1179.28 FEET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 433.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N47°21'47"E, AND A CHORD DISTANCE OF 431.16 FEET TO A POINT ON SAID CURVE; THENCE S00°27'34"E, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 775.84 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 15; THENCE S89°25'17"W, ALONG SAID SOUTH LINE, A DISTANCE OF 559.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6.28 ACRES, MORE OR LESS

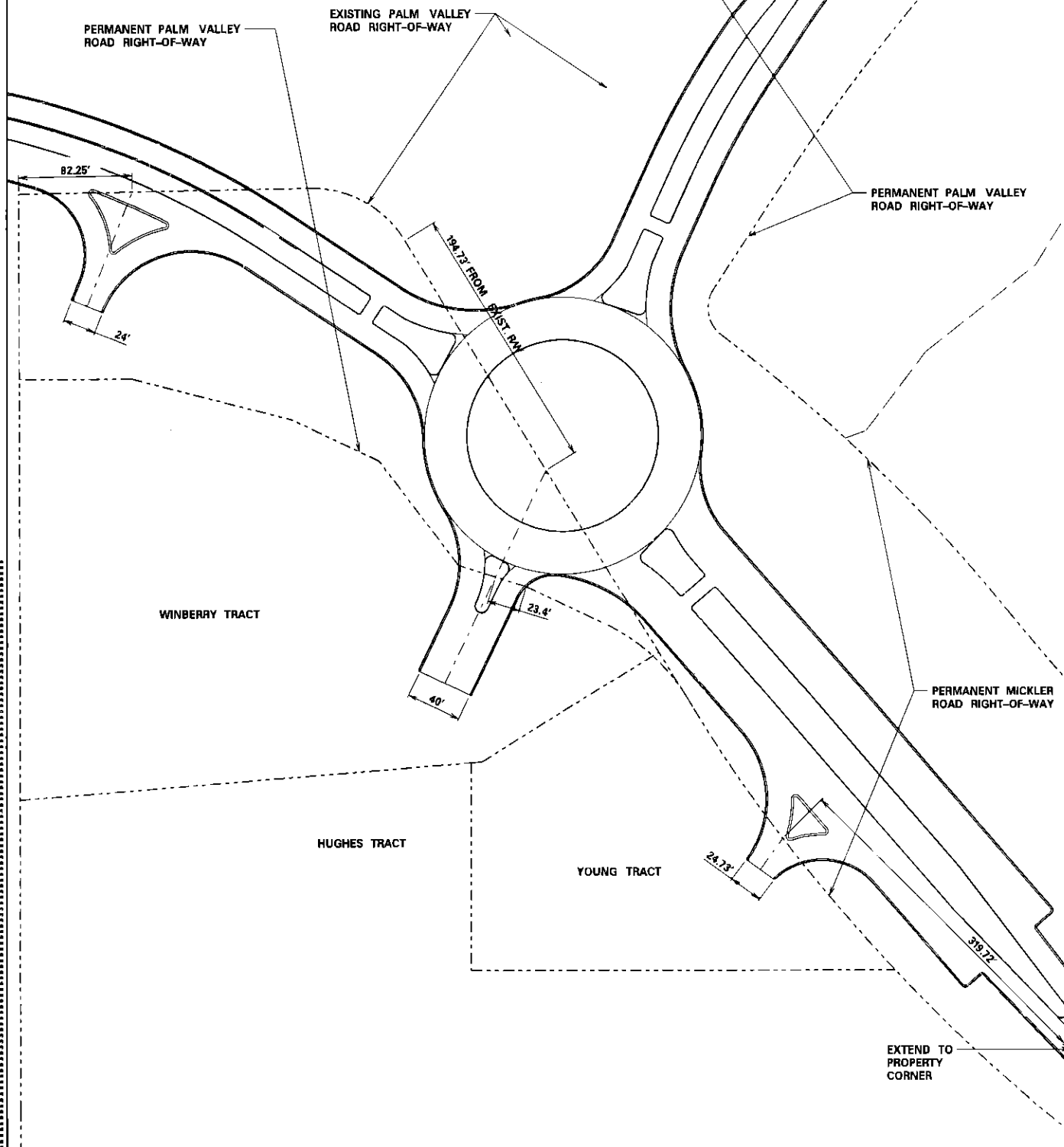
EXHIBIT "B"
County Property Legal Description

A PART OF GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N89°25'17"E, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1156.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PALM VALLEY ROAD (STATE ROAD NO. 210, A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE **POINT OF BEGINNING**; THENCE N01°29'35"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 79.34 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N28°12'05"E AND A CHORD DISTANCE OF 78.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MICKLER ROAD (A VARIABLE 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE N57°53'47"E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 387.22 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHWESTERLY, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S41°25'46"W AND A CHORD DISTANCE OF 79.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S24°57'46"W A DISTANCE OF 62.26 FEET; THENCE S17°02'20"W, A DISTANCE OF 51.61 FEET; THENCE S52°21'30"W, A DISTANCE OF 94.67 FEET; THENCE S24°57'48"W, A DISTANCE OF 70.19 FEET; THENCE S14°00'02"W, A DISTANCE OF 118.87 FEET; THENCE S00°34'47"E, A DISTANCE OF 81.57 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 15; THENCE S89°25'16"W, ALONG SAID SOUTH LINE, A DISTANCE OF 133.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1.42 ACRES MORE OR LESS.

EXHIBIT "C"

LEGAL DESCRIPTION:
 APPROXIMATELY 142 ACRES IN GOVERNMENT LOT 3, SECTION 15,
 TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



B.H.R., Inc. 1900 Corporate Square Boulevard • Jacksonville, Florida 32216 • (904) 721-2991 • Fax: (904) 725-0171


B.H.R., Inc.
 Engineers • Planners • Landscape Architects • Surveyors
 1900 Corporate Square Boulevard • Jacksonville, Florida 32216 •
 (904) 721-2991 • Fax: (904) 725-0171
 Advancing Quality of Life, by Design.

**Shoppes
 at
 Mickler Road**

Scale:	1" = 100'
Drawing:	1 of 1
Designed/Drawn:	/WDJ
Date:	10 March 04
Project No.:	02099

EXHIBIT "D"
Shopping Center Tract Legal Description

A PART OF GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, LYING EAST OF STATE ROAD 210 AND SOUTH OF MICKLER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 89°25'17" EAST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1156.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PALM VALLEY ROAD (STATE ROAD 210, A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE CONTINUE NORTH 89°25'17" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 133.25 FEET; THENCE NORTH 00°34'47" WEST, LEAVING SAID SOUTH LINE, A DISTANCE OF 81.57 FEET; THENCE NORTH 14°00'02" EAST, A DISTANCE OF 95.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 14°00'02" EAST, A DISTANCE OF 23.73 FEET; THENCE NORTH 24°57'48" EAST, A DISTANCE OF 70.19 FEET; THENCE NORTH 52°21'30" EAST, A DISTANCE OF 94.67 FEET; THENCE NORTH 17°02'20" EAST, A DISTANCE OF 51.61 FEET; THENCE NORTH 24°57'46" EAST, A DISTANCE OF 62.26 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°25'46" EAST, AND A CHORD DISTANCE OF 79.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MICKLER ROAD, (A VARIABLE 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 57°53'46" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1179.28 FEET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°38'41" EAST, AND A CHORD DISTANCE OF 92.66 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 36°36'26" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 28.71 FEET; THENCE SOUTH 65°02'14" EAST, A DISTANCE OF 62.45 FEET; THENCE SOUTH 00°27'34" EAST, A DISTANCE OF 59.06 FEET; THENCE NORTH 89°32'26" EAST, A DISTANCE OF 169.26 FEET; THENCE SOUTH 00°27'34" EAST, A DISTANCE OF 428.98 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 15; THENCE SOUTH 89°25'17" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 346.17 FEET; THENCE NORTH 00°27'34" WEST, A DISTANCE OF 85.05 FEET; THENCE NORTH 14°00'29" EAST, A DISTANCE OF 11.79 FEET; THENCE NORTH 65°02'13" WEST, A DISTANCE OF 101.48 FEET; THENCE NORTH 75°32'21" WEST, A DISTANCE OF 37.47 FEET; THENCE NORTH 65°02'16" WEST, A DISTANCE OF 35.53 FEET; THENCE NORTH 75°59'58" WEST, A DISTANCE OF 33.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.53 ACRES, MORE OR LESS.