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MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

for
Celebration Pointe
Gainesville, Alachua County, Florida

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**MASTER DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS**

This MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "Declaration") is made and entered into as of the 8 day of December, 2015, by **CELEBRATION POINTE HOLDINGS, LLC**, a Florida limited liability company (the "Declarant").

Preliminary Statements

Declarant anticipates developing a mixed-use project to be known as "**Celebration Pointe**" (the "Project") on that certain real property (the "Total Property") located in Alachua County, Florida, as more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference, and as depicted on the plan for the Project entitled "Master Association Ownership Plan" attached hereto as **Exhibit B** (the "Site Plan") and made a part hereof by this reference. The Project will include retail (including restaurant, theater and entertainment uses), office, residential and other uses, and related facilities, including without limitation, driveways and drive aisles, sidewalks and walkways, parking decks and parking areas, landscaping, amenities, and community use areas, as generally shown on the Site Plan. As such, the Project is intended to create a vibrant working, shopping and living environment providing a wide range of goods, services and entertainment.

The Total Property and the Project are composed of various parcels as shown on the Site Plan and as more particularly described below (each such parcel is hereinafter referred to as a "Parcel").

Parcel A, as more particularly shown on the Site Plan and depicted thereon as the areas labeled "Retail Mainstreet" and "Master Association Responsible for R&M/Management" (hereinafter collectively referred to as "Parcel A"), is expected to be developed as ground floor commercial retail space and ancillary office and other uses, with certain Parking Decks (as hereinafter defined) serving certain retail and residential portions of the Project.

Office Parcel 100 and Office Parcel 200, as more particularly shown on the Site Plan and depicted thereon as those portions above the ground level of the "Retail Mainstreet" buildings located thereon and labeled on the Site Plan as Buildings 100 and 200, and described in the Definitions below (hereinafter referred to respectively as "Office Parcel 100" and "Office Parcel 200") are expected to be developed as office space located above the ground floor commercial retail space constructed on Parcel A, together with ancillary amenities and other uses. Office Parcel 100 and Office Parcel 200 are sometimes referred to collectively herein as the "Office over Retail Parcels."

Residential Parcel 300 and Residential Parcel 500, as more particularly shown on the Site Plan and depicted thereon as "Residential over Retail," being those portions above the ground level of the "Retail Mainstreet" buildings located thereon and labeled on the Site Plan as

Buildings 300 and 500, and described in the Definitions below (hereinafter referred to respectively as “Residential Parcel 300” and “Residential Parcel 500”) are expected to be developed as residential units located above the ground floor commercial retail space constructed on Parcel A, together with ancillary amenities and other uses. Residential Parcel 300 and Residential Parcel 500 are sometimes referred to collectively herein as the “Residential over Retail Parcels.”

Bass Parcel 1 and Bass Parcel 2, as more particularly shown on the Site Plan and depicted thereon as being initially occupied by Bass Pro Shops and the Bass Pro Shops Boat Storage, respectively, and described in the Definitions below (hereinafter referred to respectively as “Bass Parcel 1” and “Bass Parcel 2”) are expected to be developed as commercial retail space, together with ancillary amenities and other uses. Bass Parcel 1 and Bass Parcel 2 are sometimes referred to collectively herein as the “Retail Anchor Parcels.”

Outparcel 1, Outparcel 1 and Outparcel 3, as more particularly shown on the Site Plan and depicted thereon as “OP-1,” “OP-2” and the outparcel located at the southwest corner of Archer Road and S.W. 45th Street, and described in the Definitions below (hereinafter referred to respectively as “Outparcel 1,” “Outparcel 2” and “Outparcel 3”) are expected to be developed as commercial retail space, together with ancillary amenities and other uses. Outparcel 1, Outparcel 1 and Outparcel 3 are sometimes referred to collectively herein as the “Retail Outparcels,” and are more particularly described on **Exhibit A-1** attached hereto and made a part hereof by this reference.

The Townhome Parcel, as more particularly particularly shown on the Site Plan and depicted thereon as “Townhomes,” and described in the Definitions below (hereinafter referred to as the “Townhome Parcel”) is expected to be developed as residential townhomes, together with ancillary amenities and other uses.

The Apartment Parcel, as more particularly shown on the Site Plan and depicted thereon as “Apartments,” and described in the Definitions below (hereinafter referred to as the “Apartment Parcel”) is expected to be developed as multi-family residential rental units, together with ancillary amenities and other uses.

The Townhome Parcel and the Apartment Parcel are more particularly described on **Exhibit A-2** attached hereto and made a part hereof by this reference.

The Hotel Parcel, as more particularly described on **Exhibit A-3** attached hereto and made a part hereof by this reference, as more particularly shown on the Site Plan and depicted thereon as “Hotel,” and described in the Definitions below (hereinafter referred to as the “Hotel Parcel”) is expected to be developed as a hotel, together with ancillary amenities and other uses.

The Office Park Parcels, as more particularly described on **Exhibit A-4** attached hereto and made a part hereof by this reference, as more particularly shown on the Site Plan and depicted thereon as “Office Park,” and described in the Definitions below (comprised of Office Park Parcel 1, Office Park Parcel 2, Office Park Parcel 3, Office Park Parcel 4, Office Park Parcel 5, Office Park Parcel 6 and Office Park Parcel 7; hereinafter referred to collectively as the

“Office Park Parcels”) are expected to be developed as office space, together with ancillary amenities and other uses.

The Senior Housing Parcels, as more particularly described on Exhibit A-5 attached hereto and made a part hereof by this reference, as more particularly shown on the Site Plan and depicted thereon as “Senior Housing,” and described in the Definitions below (hereinafter referred to as the “Senior Housing Parcels”) are expected to be developed as a senior living facility, together with ancillary amenities and other uses.

The Conservation Area, as more particularly shown on the Site Plan and depicted thereon as “Conservation Area,” and described in the Definitions below (hereinafter referred to as the “Conservation Area”) is expected to be excluded from future development and preserved as a conservation area.

Future Development Parcel 1 and Future Development Parcel 2, as more particularly shown on the Site Plan and each depicted thereon as “Area of Future Development,” and described in the Definitions below (hereinafter referred to as “Future Development Parcel 1” and “Future Development Parcel 2”) are expected to be developed for future uses, which may include hotel, office, residential, civic or conference center uses, retail or other uses, together with ancillary amenities, or reserved for conservation or other purposes, all as further described herein. Future Development Parcel 1 and Future Development Parcel 2 are sometimes referred to collectively herein as the “Future Development Parcels.”

In furtherance of the development, sale, leasing, or transfer each portion of the Project, Declarant may unilaterally revise the boundaries and descriptions and uses of the Parcels pursuant to the provisions set forth herein, subject to any applicable permitting requirements and the Approved Plans and Conditions.

The Project is intended to be developed and operated as an integrated mixed-use complex in a manner that is harmonious and compatible, architecturally, operationally and otherwise, and, therefore, Declarant desires to establish certain easements, covenants and restrictions governing the development and operation of the Parcels and the Project.

Accordingly, in consideration of the benefits to each of the Parcels and to the Project as a whole, the Parcels and the Project shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to and in accordance with the easements, covenants and restrictions set forth in this Declaration.

ARTICLE I - DEFINITIONS

As used in this Declaration, the following additional terms shall have the meanings set forth below in this Article I:

1.1 Approved Plans and Conditions

The “Approved Plans and Conditions” shall mean the approvals, agreements and conditions governing the development of the Project including, without limitation, those listed on **Exhibit G** attached hereto and made a part hereof, as presently existing and as hereafter amended.

1.2 Association.

“Association” shall mean and refer to Celebration Pointe Association, Inc. (or such other name as a majority of the members thereof shall select), a Florida not-for-profit corporation, the members of which shall be all Owners (including Declarant while Declarant continues to be an Owner). The Association shall manage and maintain the Common Area, enforce the provisions of this Declaration, levy and collect Assessments, pay the expenses of the Association and perform such other acts as shall generally benefit the Project.

1.3 Boundaries of Certain Parcels

The vertical and horizontal boundaries of the Residential over Retail Parcels and the Office over Retail Parcels are as hereinafter set forth. The lower horizontal boundary of each such Parcel shall be the lowest surface of the elevated concrete structural slab above the ground floor of the Building initially constructed on Parcel A and the upper horizontal boundary shall be six feet (6') above the highest surface of the roof deck of the Building initially constructed on each respective Parcel. The vertical boundaries of each of such Parcels shall be the outermost surface of the brick, concrete, glass, stone or other material that constitutes the outermost wall of the Building initially constructed on each respective Parcel between the lower horizontal boundary of each Parcel and the upper horizontal boundary of each Parcel, extended to meet the upper horizontal boundary. The outermost surface of the outermost wall of the each Building shall not include any portion of the façades of Buildings 100, 200, 300 or 500 (as defined below) that extend above the lower horizontal boundary of each of the Office over Retail Parcels and the Residential over Retail Parcels, respectively. Each of such Parcels shall include any portion of roof overhang and any balconies, decks and drainage structures affixed to the outermost wall on each of the Buildings within said Parcels, and the Office over Retail Parcels and the Residential over Retail Parcels shall include the architectural features that are part of the improvements initially constructed on such Parcels that otherwise extend above the upper horizontal boundaries of such Parcels.

1.4 Building

“Building” shall mean any permanently enclosed structure placed, constructed or located on any Parcel, and shall include any building appurtenances such as interior courtyards, parking

decks, stairs leading to or from a door, transformers, trash containers or compactors, canopies, supports, loading docks, truck ramps, and other outward extensions of such structure. The ground floor portion of the Buildings under the Office over Retail Parcels are referred to in this Declaration as “Building 100” and “Building 200,” respectively, and the ground floor portions of the Building under the Residential over Retail Parcels are referred to in this Declaration as “Building 300” and “Building 500,” respectively.

1.5 Building Site

“Building Site” shall mean the area of any Building or proposed Building as shown on the Approved Plans and Conditions (as hereinafter defined), as same may be amended from time to time.

1.6 Common Area

“Common Area” shall mean all areas within the exterior boundaries of the Project, excluding any Building Site, intended by Declarant for common use, and specifically including, without limitation, (A) ground level landscaped, hardscaped and planted areas and community open space (excluding interior courtyards within any Building), (B) roadways, sidewalks, walkways, pedestrian ways, lighting standards, traffic and directional signs, traffic striping and markings, and parking areas located within the Common Area (except those portions of such facilities as may otherwise expressly be excluded from the Common Area, if at all, by other provisions of this Declaration), and (C) lakes, ditches, canals, retention or detention areas, and drainage and other surface water and stormwater management systems..

1.7 Declarant

“Declarant” shall mean Celebration Pointe Holdings, LLC, and its successors and assigns pursuant to the provisions of Section 9.11 below.

1.8 DCC

“DCC” shall mean the Design Control Committee for the Project created and established pursuant to Article 3 hereof.

1.9 Design Guidelines

“Design Guidelines” shall mean the “Celebration Pointe Design Guidelines” dated October 29, 2013, as amended from time to time, or other standards and guidelines adopted by Declarant or the DCC (as hereinafter defined) specifying the desired criteria for the design and operation of all Improvements (as hereinafter defined) including, without limitation, the design of all Buildings, Signs (as hereinafter defined), landscaping and other Improvements, and the marketing and operational requirements for the Project, as the same may be modified and amended by Declarant or the DCC from time to time.

1.10 Governmental Authorities

“Governmental Authorities” shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

1.11 Governmental Requirements

“Governmental Requirements” shall mean all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, and zoning conditions including, without limitation, the Approved Plans and Conditions and other terms and conditions contained in the applicable zoning case for the Project, as presently existing and as hereafter amended, of any Governmental Authorities.

1.12 Improvements

“Improvements” shall mean and include every Building, every structure and all appurtenances thereto of every kind and type and all other physical changes that are made, constructed or installed upon, over, across, above or under the Project. Improvements shall include, without limitation, the following facilities and items, whether of a permanent or temporary nature: any and all Buildings, outbuildings, streets, roads, access roads, driveways, sidewalks, walkways, pedestrian malls, bike paths, ways or trails, running or jogging paths, Pathways and Bikeways (each as hereinafter defined), traffic control devices and signs, parking lots, parking decks and other parking areas, loading areas, Signs, pylon, monument and other sign structures, canopies, awnings, trellises, fences, lawns, landscaping (including without limitation, landscaping of plazas, balconies and other portions of Buildings), plazas, patios, recreational facilities (such as, without limitation, swimming pools and tennis courts), shelters, security and safety devices, bridges, construction trailers and other temporary construction outbuildings, screening walls, retaining walls, stairs, decks, benches and other exterior furniture, hedges, windbreaks, plantings, planted trees and shrubs, poles, exterior heating, ventilating, air conditioning and air handling equipment, Utility Facilities (as hereinafter defined), aerials, antennas, lighting fixtures, drainage structures, communications equipment (including, without limitation, microwave dishes and relay equipment, coaxial and fiber optic cables, satellite transmitting and/or receiving stations), and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, tower and other facilities used in connection with water, sewer, gas, electric, telephone, telecommunication, regular or cable television services or other utilities.

1.13 Initial Improvements

“Initial Improvements” shall refer to (A) the Improvements that are made initially by Declarant in the Project on Parcel A, (B) the Initial Infrastructure (as hereinafter defined) that is installed by or at the direction of Declarant to serve each of the Parcels in the Project, and (C) the Initial Infrastructure that is installed by or at the direction of Declarant to serve the Project as a whole, as the same may be altered from time to time pursuant to the provisions of this Declaration.

1.14 Initial Infrastructure

“Initial Infrastructure” shall refer to the Utility Facilities, including all Utility Facilities currently on or serving the Project, Major Roadways (as hereinafter defined), traffic signage and signalization, sidewalks, landscaping, lighting and irrigations systems along the Major Roadways, landscaping along the periphery of the Project, entry features and signage for the Project, Pathways, Bikeways and other Improvements, as same now exist or are initially installed by or at the direction of Declarant to serve the Project, as the same may be altered from time to time pursuant to the provisions of this Declaration.

1.15 Major Roadways

“Major Roadways” shall mean the roads and streets providing access between and among the Parcels, rather than those roads that solely provide access to the Improvements on a specific Parcel, as such roads and streets are initially installed as a part of the Project and as the same may be altered from time to time pursuant to the provisions of this Declaration.

1.16 Occupant

“Occupant” shall mean an Owner or any other Person (as hereinafter defined) from time to time entitled to the use and occupancy of any portion of a Parcel, under an ownership right or under any lease, sublease, license, concession, or other similar agreement.

1.17 Office Elevators

“Office Elevators” shall mean those elevators providing access from Parcel A to the Office over Retail Parcels, as such elevators are actually constructed and installed.

1.18 Owner

“Owner” shall mean Declarant as the fee owner of each of the Parcels in the Project, any further transferee of any portion of the Parcels, and their respective successors and assigns, during and with respect to the period of each such Person’s fee ownership of any portion of the Parcels. Each Owner, including any Owner of a subdivided Parcel, shall be liable for the performance of all covenants, obligations and undertakings applicable to the Parcel or portion thereof owned by it that accrue during the period of such ownership; provided, however, that if fee title to a Parcel owned by more than one (1) Owner, the Owner or Owners (A) holding at least fifty-one percent (51%) of the land area of a Parcel, as to a subdivided Parcel, or (B) owning at least a fifty-one percent (51%) interest in a Parcel, as to undivided ownership interests in a Parcel, shall at the time of such subdivision or the creation of such undivided interests, as applicable, designate in the recorded deed or other document recorded in the Public Records of Alachua County, Florida, creating such divided or undivided ownership interests one (1) Person to represent all Owners of the Parcel and such designated Person shall be deemed the Person authorized to give any consents and/or approvals, to execute any amendments or other documentation, and to take such action as is allowed or required of an Owner pursuant to this Declaration for such Parcel. A copy of such recorded deed or document shall be promptly

delivered to Declarant. In the absence of such designation, then the Owner of the largest land area within the Parcel or the largest undivided interest shall be deemed to be the one (1) Person authorized to represent all Owners of the Parcel as set forth above. If a Parcel is (A) conveyed to a master condominium form of ownership under applicable Florida law, then, except as otherwise provided herein, the term "Owner", during the period of time when the Parcel is submitted to such master condominium, shall for all purposes hereunder mean the master condominium association, on behalf of the master unit owners as the Owner of such Parcel, or (B) subdivided into lots intended for fee simple residential ownership and occupancy or any other multi-owner regime, then for purposes of this Declaration, the community association of those Persons owning the residential lots that are a part of the residential development shall be deemed the Owner of the Parcel for purposes of this Declaration; provided, however that the Persons owning such residential lots or condominium units shall continue to be deemed to be the Owners for purpose of the obligation to pay Assessments (as hereinafter defined) in accordance with this Declaration, and to comply with insurance requirements to the extent that same are not complied with by any community association or condominium association. The term "Owners" shall not be construed to include any sub-condominium association or any Person which owns title to any individual sub-condominium unit, if any. Unless specifically otherwise set forth herein, the master condominium association, if any, and the homeowners association, if any, acting through its board of directors (or equivalent governing body) shall be and is hereby authorized to act on behalf of the unit owners in such master condominium or lot owners in such residential development, as applicable.

1.19 Parking Deck 1 and Parking Deck 2

"Parking Deck 1" and Parking Deck 2" shall refer to the respective parking decks located on Parcel A and more particularly delineated on the Site Plan as structures "P-1" and "P-2," as such parking decks are actually constructed and installed.

1.20 Pathways and Bikeways

"Pathways" shall mean pedestrian walkways and paths, and "Bikeways" shall mean bike lanes and bike paths within the Project that are used for recreational purposes, as same are actually constructed and installed.

1.21 Permittee

"Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of a Parcel.

1.22 Person

"Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or Governmental Authority.

1.23 Public Roads

“Public Roads” shall mean those roadways and related improvements depicted as “Public Roads” on Exhibit C which are located within, or are otherwise developed in connection with, the Project and which are dedicated and accepted for public use. Pursuant to the Approved Plans and Conditions, the Public Roads may be required to maintained by Declarant in accordance with Section 7.1 hereof, in which event the costs of such maintenance shall be included within the Assessments as further provided in Section 7.1.

1.24 Public Space

“Public Space” shall mean those certain open space and public space areas designed for public use as recreation, entertainment and/or civic space that are required pursuant to the Approved Plans and Conditions and/or Governmental Requirements.

1.25 Residential Elevators

“Residential Elevators” shall mean those elevators providing access from Parcel A to the Residential over Retail Parcels, as such elevators are actually constructed and installed.

1.26 Sign

“Sign” shall mean any structure, device or other marketing media, temporary or permanent, portable or stationary, which is erected or used for advertising or communication purposes within the Project, by or upon which any numbers, lettering, printing, painting, symbols, including pictorial symbols, or other communication is placed or created, including, without limitation, flags, banners, streamers, balloons and inflated figures and objects.

1.27 Supplementary Declarations

“Supplementary Declarations” shall mean any instrument recorded in the Public Records of Alachua County, Florida, by Declarant pursuant to the provisions of Section 9.12.

1.28 Surface Water Management System

“Surface Water Management System” means a system within or serving the Project which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

1.29 Utility Facilities

“Utility Facilities” shall mean those improvements, facilities, lines and systems (including, without limitation, lift stations, pumps and pump stations, irrigation wells and ponds, underground or above-ground vaults, storm water filtration and control systems, meter and

metering systems, electrical panels and boxes, and switch gear equipment) for the transmission or service of utilities including, without limitation, natural gas, electricity, water for consumption, irrigation or fire protection, including reclaimed water, sanitary sewer, including grease collection and storage approved by Declarant, data and telecommunications, and storm water drainage, retention and detention facilities (including, without limitation, the Surface Water Management System), structures, lines and ponds, whether above or below ground. "Common Utility Facilities" shall mean those Utility Facilities which are installed to provide the applicable service to more than one Parcel in the Project. "Separate Utility Facilities" shall mean those Utility Facilities which are installed to provide the applicable service to a single Parcel in the Project. For the purpose of this Declaration, the portion of a Utility Facility extending between a Common Utility Facility and a Building shall be considered a Separate Utility Facility.

ARTICLE II - EASEMENTS

2.1 Access on Major Roadways and Adjacent Sidewalks

2.1.1 Declarant, declares, establishes and grants for the benefit of each of the Parcels and each of the Owners of each of such Parcels, for their use and for the use of their Permittees, (A) a perpetual, non-exclusive easement for the passage of pedestrians and vehicles over and across those portions of the Public Roads currently owned by Celebration Pointe Community Development District No. 1 (the "CDD") and those Major Roadways delineated as the "Major Roadway Access Easement" on Exhibit C attached hereto and made a part hereof, and (B) a perpetual, non-exclusive easement for the passage of pedestrians over all sidewalks that are immediately adjacent to the Major Roadway Access Easement.

2.1.2 Any and all curb cuts onto or from the Major Roadway Access Easement that are onto or from any of the Parcels, and any proposed expansion, alteration, relocation or removal of same, shall be subject to the approval of the Declarant as a part of the process set forth in Article III below.

2.1.3 Declarant, declares, establishes and grants for the benefit of each of the Parcels and each of the Owners of each of such Parcels, for their use and for the use of their Permittees, a perpetual, non-exclusive easement for the passage of pedestrians over all sidewalks that are immediately adjacent to the Major Roadway Access Easement that are not otherwise located on the benefitted Parcel. Following the initial construction of the portion of such sidewalks, such portion of the sidewalks shall not be relocated, expanded, removed and/or added to, without the express written consent of Declarant.

2.1.4 Each Parcel, and each of the Owners of each of such Parcels and their respective Permittees, shall have the right, in common with the public, to use the Public Roads including, without limitation, those portions of the Public Roads currently owned by the CDD, which joins in the execution of this Declaration to confirm this Section 2.1 as it pertains to property owned by the CDD.

2.2 Access on Common Area Roadways and Sidewalks

2.2.1 Declarant, declares, establishes and grants for the benefit of each of the Parcels and each of the Owners of each of such Parcels, for their use and for the use of their Permittees, (A) a perpetual, non-exclusive casement for the passage of pedestrians and vehicles over and across the Common Area roadways that are from time to time maintained on each other Parcel that provide access across the Project and to and from adjacent public roads, and (B) a perpetual, non-exclusive easement for the passage of pedestrians over and across the Common Area sidewalks that are from time to time maintained on the Parcels.

2.2.2 The easements set forth in this Section 2.2 are subject to the rights of the Owner of each burdened Parcel to close any portion of the Common Area roadways and Common Area sidewalks on its Parcel for such reasonable period of time as may be (A) necessary to perform maintenance, repair, replacement and alterations to such Common Area roadways and Common Area sidewalks, or (B) legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing any portion of such Common Area, the Owner of the burdened Parcel shall attempt to coordinate such closing so that no unreasonable interference with the passage of pedestrians or vehicles shall occur during the period of such closure.

2.3 Access Easements Over Buildings 100, 200, 300 and 500

2.3.1 Declarant declares, establishes and grants for the benefit of Office Parcel 100 and the Owner of such Parcel, for its use and for the use of its Permittees, a perpetual, exclusive easement for the use of the Office Elevator in Building 100 and the passage of pedestrians over and across the stairways, stairwells, and elevator lobby areas of Building 100 that provide access to Office Parcel 100, and over and across the interior corridors of Building 100 that provide access to such stairways, stairwells and elevator lobby areas, subject to the provisions of Section 2.5.

2.3.2 Declarant declares, establishes and grants for the benefit of Office Parcel 200 and the Owner of such Parcel, for its use and for the use of its Permittees, a perpetual, exclusive easement for the use of the Office Elevator in Building 200 and the passage of pedestrians over and across the stairways, stairwells, and elevator lobby areas of Building 200 that provide access to Office Parcel 200, and over and across the interior corridors of Building 200 that provide access to such stairways, stairwells and elevator lobby areas, subject to the provisions of Section 2.5.

2.3.3 Declarant declares, establishes and grants for the benefit of Residential Parcel 300 and the Owner(s) of such Parcels, for their use and for the use of their Permittees, a perpetual, exclusive easement for use of the Residential Elevator in Building 300 and the passage of pedestrians over and across the stairways, stairwells, and elevator lobby areas of Building 300 that provide access to Residential Parcel 300, and over and across the interior corridors of Building 300 that provide access to such stairways, stairwells and elevator lobby areas, subject to the provisions of Section 2.5.

2.3.4 Declarant declares, establishes and grants for the benefit of Residential Parcel 500 and the Owner of such Parcel, for its use and for the use of its Permittees, a perpetual, exclusive easement for the use of the Residential Elevator in Building 500 and the passage of pedestrians over and across the stairways, stairwells, and elevator lobby areas of Building 500 that provide access to Residential Parcel 500, and over and across the interior corridors of Building 500 that provide access to such stairways, stairwells and elevator lobby areas, subject to the provisions of Section 2.5.

2.3.5 All easements and rights set forth in this Section 2.3 are subject to the rights of the Owner of Parcel A and its Permittees pursuant to the provisions of Section 2.5.

2.4 Easements Within Buildings 100, 200, 300 and 500

2.4.1 Declarant declares, establishes and grants for the benefit of Office Parcel 100 and Office Parcel 200 and the Owner(s) of such Parcels, for their use and for the use of their Occupants, a perpetual, non-exclusive easement for the purpose of installing, operating, maintaining, repairing and replacing Utility Facilities (i) within the plenum area immediately below the lowest horizontal boundary of Office Parcel 100, together with any mechanical, electrical and water rooms located on the ground level of Building 100 (with regard to the easement benefitting Office Parcel 100) and (ii) within the plenum area immediately below the lowest horizontal boundary of Office Parcel 200, together with any mechanical, electrical and water rooms located on the ground level of Building 200 (with regard to the easement benefitting Office Parcel 200), respectively, in which such equipment is installed as a part of the initial development of Building 100 and Office Parcel 100 and Building 200 and Office Parcel 200, respectively. The location of the foregoing easement may be documented pursuant to a Supplementary Declaration in accordance with Section 9.12.

2.4.2 Declarant declares, establishes and grants for the benefit of Residential Parcel 300 and Residential Parcel 500 and the Owner(s) of such Parcels, for their use and for the use of their Occupants, a perpetual, non-exclusive easement for the purpose of installing, operating, maintaining, repairing and replacing Utility Facilities (i) within the plenum area immediately below the lowest horizontal boundary of Residential Parcel 300, together with any mechanical, electrical and water rooms and residential amenity space located on the ground level of Building 300 (with regard to the easement benefitting Residential Parcel 300), and (ii) within the plenum area immediately below the lowest horizontal boundary of Residential Parcel 500, together with any mechanical, electrical and water rooms and residential amenity space located on the ground level of Building 500 (with regard to the easement benefitting Residential Parcel 500) respectively, in which such equipment is installed as a part of the initial development of Building 300 and Residential Parcel 300 and Building 500 and Residential Parcel 500, respectively. The location of the foregoing easements may be documented pursuant to a Supplementary Declaration in accordance with Section 9.12.

2.4.3 Declarant declares, establishes and grants for the benefit of Office Parcel 100 and Office Parcel 200 and the Owner(s) of such Parcels, for their use and for the use of their Occupants, a perpetual, non-exclusive easement for the purpose of installing, operating, maintaining, repairing and replacing Utility Facilities within conduits on the exterior of Building

100 and Building 200 and Utility Facilities, Office Elevator systems, garbage chutes and garbage collection areas within the vertical penetrations, stairwells, shafts, chases, conduits, chutes and garbage collection areas within Building 100 (with regard to the easement benefitting Office Parcel 100) and within Building 200 (with regard to the easement benefitting Office Parcel 200) respectively, in which such equipment is installed as a part of the initial development of Building 100 and Office Parcel 100 and Building 200 and Office Parcel 200, respectively. The location of the foregoing easements may be documented pursuant to a Supplementary Declaration in accordance with Section 9.12.

2.4.4 Declarant declares, establishes and grants for the benefit of Residential Parcel 300 and Residential Parcel 500 and the Owner(s) of such Parcels, for their use and for the use of their Occupants, a perpetual, non-exclusive easement for the purpose of installing, operating, maintaining, repairing and replacing Utility Facilities within conduits on the exterior of Building 300 and Building 500 and Utility Facilities, Residential Elevator systems, garbage chutes and garbage collection areas within the vertical penetrations, stairwells, shafts, chases, conduits, chutes and garbage collection areas within Building 300 (with regard to the easement benefitting Residential Parcel 300) and within Building 500 (with regard to the easement benefitting Residential Parcel 500) respectively, in which such equipment is installed as a part of the initial development of Building 300 and Residential Parcel 300 and Building 500 and Residential Parcel 500, respectively. The location of the foregoing easements may be documented pursuant to a Supplementary Declaration in accordance with Section 9.12.

2.4.5 Declarant declares, establishes and grants for the benefit of Office Parcel 100 and Office Parcel 200 and the Owner(s) of such Parcels, perpetual, non-exclusive easements for lateral support over the structural portions of Building 100 and Building 200, respectively, that provide subjacent and lateral support for the Buildings on Office Parcel 100 and Office Parcel 200, respectively. The location of the foregoing easements may be documented pursuant to a Supplementary Declaration in accordance with Section 9.12.

2.4.6 Declarant declares, establishes and grants for the benefit of Residential Parcel 300 and Residential Parcel 500 and the Owner(s) of such Parcels, perpetual, non-exclusive easements for lateral support over the structural portions of Building 300 and Building 500, respectively, that provide subjacent and lateral support for the Buildings on Residential Parcel 300 and Residential Parcel 500, respectively. The location of the foregoing easements may be documented pursuant to a Supplementary Declaration in accordance with Section 9.12.

2.4.7 Declarant declares, establishes and grants for the benefit of Parcel A and the Owner of such Parcel, perpetual, non-exclusive easements for securing the facades and architectural elements of Building 100, Building 200, Building 300 and Building 500 to the exterior walls of the improvements on Office Parcel 100, Office Parcel 200, Residential Parcel 300 and Residential Parcel 500, respectively.

2.4.8 The Owners of Office Parcel 100, Office Parcel 200, Residential Parcel 300 and Residential Parcel 500 shall be responsible for maintaining in good repair and condition all Utility Facilities, garbage chutes, garbage collection areas, stairwells, Residential Elevators and Office Elevators serving each such Parcel that are the subject of the foregoing easements, at

their sole expense, in a manner designed to avoid any unreasonable interference with the use and occupancy of Building 100, Building 200, Building 300 and Building 500, as applicable, by the Owners and Occupants thereof.

2.5 Access Easements and Rights Benefitting Parcel A; Roof Rights; Penetrations

2.5.1 Declarant declares, establishes and grants for the benefit of Parcel A and the Owner of such Parcel, for its use and for the use of its Occupants, a perpetual, non-exclusive easement for the use of the Office Elevators in Building 100, Building 200, Office Parcel 100 and Office Parcel 200 and the passage of pedestrians over and across, and access to, the stairways, stairwells, elevator lobby areas, mechanical and electrical rooms, and corridors of Office Parcel 100 and Office Parcel 200 providing access to and from the roof of Office Parcel 100 and Office Parcel 200 respectively, and the areas of Office Parcel 100 and Office Parcel 200 respectively, as are necessary for the exercise of its rights and easements set forth in Section 2.5.3 below. In addition, Declarant declares, establishes and grants for the benefit of Parcel A and the Owner of such Parcel, for its use and for the use of its Occupants, a perpetual, non-exclusive easement for access over such portions of Office Parcel 100 and Office Parcel 200 as are necessary to install, maintain, replace and/or relocate any Utility Facilities within the plenum areas of Building 100 and Building 200. For purposes of implementing the foregoing easements and the easements set forth in Section 2.5.3 below, the Owners of Office Parcel 100 and Office Parcel 200 shall provide to the Owner of Parcel A such keys, codes and card key or other access systems that may be installed or utilized from time to time to secure the subject Office Elevators, stairways, stairwells, elevator lobby areas, mechanical and electrical rooms, corridors and roof areas.

2.5.2 Declarant declares, establishes and grants for the benefit of Parcel A and the Owner of such Parcel, for its use and for the use of its Occupants, a perpetual, non-exclusive easement for the use of the Residential Elevators in Building 300, Building 500, Residential Parcel 300 and Residential Parcel 500 and the passage of pedestrians over and across, and access to, the stairways, stairwells, elevator lobby areas, mechanical and electrical rooms, and corridors of Residential Parcel 300 and Residential Parcel 500 providing access to and from the roof of Residential Parcel 300 and Residential Parcel 500 respectively, and the areas of Residential Parcel 300 and Residential Parcel 500 respectively, as are necessary for the exercise of its rights and easements set forth in Section 2.5.4 below. For purposes of implementing the foregoing easements and the easements set forth in Section 2.5.4 below, the Owners of Residential Parcel 300 and Residential Parcel 500 shall provide to the Owner of Parcel A such keys, codes and card key or other access systems that may be installed or utilized from time to time to secure the subject Residential Elevators, stairways, stairwells, elevator lobby areas, mechanical and electrical rooms, corridors and roof areas.

2.5.3 Declarant declares, establishes and grants for the benefit of Parcel A and the Owner of such Parcel, for its use and for the use of its Occupants, a perpetual, exclusive easement for the purpose of installing, operating, maintaining, repairing and replacing mechanical, Utility Facilities and telecommunications equipment, including without limitation, heating, ventilating, air-conditioning and air handling equipment, exhaust vents and exhaust venting equipment, lighting equipment, solar equipment, satellite antennae and dishes (including

both receiving and transmitting equipment) within the areas of the roof of Office Parcel 100 and the roof of Office Parcel 200, respectively, in which such equipment is installed as a part of the initial development of Building 100 and Office Parcel 100 and Building 200 and Office Parcel 200. Declarant further declares, establishes and grants for the benefit of Parcel A and the Owner of such Parcel, for its use and for the use of its Occupants (a) a perpetual, non-exclusive easement for the purpose of installing, operating, maintaining, repairing and replacing mechanical, electrical, Utility Facilities and telecommunications lines serving any rooftop equipment within the vertical penetrations, stairwells, shafts, chases, conduits, chutes and mechanical and electrical rooms within Office Parcel 100 and within Office Parcel 200 respectively, in which such equipment is installed as a part of the initial development of Building 100 and Office Parcel 100 and Building 200 and Office Parcel 200, respectively, (b) a perpetual, non-exclusive easement for the purpose of installing, operating, maintaining, repairing and replacing mechanical, electrical, utility and telecommunications lines serving any rooftop equipment within the areas above hung ceilings and any plenum areas within Office Parcel 100 and within Office Parcel 200, and (c) a perpetual, non-exclusive access easement over such portions of Office Parcel 100 and Office Parcel 200 as are reasonably necessary to exercise the rights set forth in subparagraph (a) and subparagraph (b) immediately above. The foregoing easements and their locations (x) shall include such reasonable area around the periphery of such equipment as is necessary to access same and to allow for its efficient operation, and (y) may be documented pursuant to a Supplementary Declaration in accordance with Section 9.12.

2.5.4 Declarant declares, establishes and grants for the benefit of Parcel A and the Owner of such Parcel, for its use and for the use of its Occupants, a perpetual, exclusive easement for the purpose of installing, operating, maintaining, repairing and replacing mechanical, Utility Facilities and telecommunications equipment including, without limitation, heating, ventilating, air-conditioning and air handling equipment, exhaust vents and exhaust venting equipment, lighting equipment, solar equipment, satellite antennae and dishes (including both receiving and transmitting equipment) within the areas of the roof of Residential Parcel 300 and the roof of Residential Parcel 500 respectively, in which such equipment is installed as a part of the initial development of Building 300 and Residential Parcel 300 and Building 500 and Residential Parcel 500. Declarant further declares, establishes and grants for the benefit of Parcel A and the Owner of such Parcel, for its use and for the use of its Occupants (a) a perpetual, non-exclusive easement for the purpose of installing, operating, maintaining, repairing and replacing mechanical, electrical, Utility Facilities, and telecommunications lines serving any rooftop equipment within the vertical penetrations, stairwells, shafts, chases, conduits, chutes and mechanical and electrical rooms within Residential Parcel 300 and within Residential Parcel 500 respectively, in which such equipment is installed as a part of the initial development of Building 300 and Residential Parcel 300 and Building 500 and Residential Parcel 500, respectively, and (b) a perpetual, non-exclusive access easement over such portions of Residential Parcel 300 and Residential Parcel 500 as are reasonably necessary to exercise the rights set forth in subparagraph (a) immediately above. The foregoing easements and their locations (x) shall include such reasonable area around the periphery of such equipment as is necessary to access same and to allow for its efficient operation, and (b) may be documented pursuant to a Supplementary Declaration in accordance with Section 9.12.

2.6 Parking Easements and Access Easements to Parking Easement Areas

2.6.1 Declarant declares, establishes and grants for the benefit of Residential Parcel 300 and the Owner of such Parcel, for its use and for the use of its Occupants (a) a perpetual, non-exclusive easement for the parking of vehicles upon all of the second (2nd) and third (3rd) levels of Parking Deck 1, (b) a perpetual, non-exclusive easement for the passage of vehicles over and across those access ways and access ramps within Parking Deck 1 that provide direct access to the second (2nd) and third (3rd) levels of Parking Deck 1, (c) a perpetual, non-exclusive easement for the passage of pedestrians over and across all stairways, stairwells, and pedestrian ways within Parking Deck 1 that provide access to the second (2nd) and third (3rd) levels of Parking Deck 1, (d) a perpetual, non-exclusive easement for the use of all elevators within Parking Deck 1 that provide access to the second (2nd) and third (3rd) levels of Parking Deck 1, (e) subject to Article IV and all other applicable terms, conditions and provisions of this Declaration, an air-rights easement for the construction, maintenance and operation of a pedestrian bridge providing direct access between Residential Parcel 300 and Parking Deck 1 ("Pedestrian Bridge 1"), and (f) a perpetual, exclusive easement for the passage of pedestrians over and across Pedestrian Bridge 1.

2.6.2 Declarant declares, establishes and grants for the benefit of Residential Parcel 500 and the Owner of such Parcel, for its use and for the use of its Occupants (a) a perpetual, non-exclusive easement for the parking of vehicles upon all of the second (2nd) and third (3rd) levels of Parking Deck 2, (b) a perpetual, non-exclusive easement for the passage of vehicles over and across those access ways and access ramps within Parking Deck 2 that provide direct access to the second (2nd) and third (3rd) levels of Parking Deck 2, (c) a perpetual, non-exclusive easement for the passage of pedestrians over and across all stairways, stairwells, and pedestrian ways within Parking Deck 2 that provide access to the second (2nd) and third (3rd) levels of Parking Deck 2, (d) a perpetual, non-exclusive easement for the use of all elevators within Parking Deck 2 that provide access to the second (2nd) and third (3rd) levels of Parking Deck 2, (e) subject to Article IV and all other applicable terms, conditions and provisions of this Declaration, an air-rights easement for the construction, maintenance and operation of a pedestrian bridge providing direct access between Residential Parcel 500 and Parking Deck 2 ("Pedestrian Bridge 2"), and (f) a perpetual, exclusive easement for the passage of pedestrians over and across Pedestrian Bridge 2.

2.6.3 Declarant declares, establishes and grants for the benefit of Parcel A, Office Parcel 100, Office Parcel 200, Residential Parcel 300, Residential Parcel 500 and the Hotel Parcel, and the Owners of each of such Parcels, for their use and for the use of their Permittees, a perpetual, non-exclusive easement for the parking of vehicles upon the Parcel A surface parking area and the first (1st) level of Parking Deck 1 and the first (1st) level of Parking Deck 2.

2.6.4 Declarant declares, establishes and grants for the benefit of Parcel A, the Hotel Parcel and the Office Park Parcels, and the Owners of each of such Parcels, for their use and for the use of their Permittees, (a) a perpetual, non-exclusive easement for the parking of vehicles in and upon Parking Deck 1, (b) a perpetual, non-exclusive easement for the passage of vehicles over and across those access ways and access ramps within Parking Deck 1 that provide

direct access parking areas of Parking Deck 1, (c) a perpetual, non-exclusive easement for the passage of pedestrians over and across all stairways, stairwells, and pedestrian ways within Parking Deck 1 that provide access to the parking areas of Parking Deck 1, and (d) a perpetual, non-exclusive easement for the use of all elevators within Parking Deck 1 that provide access to the parking areas of Parking Deck 1.

2.6.5 Declarant declares, establishes and grants for the benefit of Parcel A, the Hotel Parcel and the Office Park Parcels, and the Owners of each of such Parcels, for their use and for the use of their Permittees, (a) a perpetual, non-exclusive easement for the parking of vehicles in and upon Parking Deck 2, (b) a perpetual, non-exclusive easement for the passage of vehicles over and across those access ways and access ramps within Parking Deck 1 that provide direct access parking areas of Parking Deck 2, (c) a perpetual, non-exclusive easement for the passage of pedestrians over and across all stairways, stairwells, and pedestrian ways within Parking Deck 1 that provide access to the parking areas of Parking Deck 2, and (d) a perpetual, non-exclusive easement for the use of all elevators within Parking Deck 2 that provide access to the parking areas of Parking Deck 2.

2.6.6. Declarant reserves the right, for itself and its successors and assigns, to control access to any and all parking areas subject to the easements set forth in this Section 2.6, to limit parking available to certain Owners and their Permittees to designated areas within such parking areas, to charge for the use thereof, to change the configuration thereof, and to license the operation thereof. Without limiting the generality of the foregoing, Declarant hereby reserves as a limited Common Area, for the exclusive use of Office Parcel 1 during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (the "Restricted Parking Hours") those parking areas designated on Exhibit H as "Office Parcel 1 Limited Common Area." Declarant may install (subject to the Design Guidelines) signage indicating the exclusive nature of the parking spaces in the Office Parcel 1 Limited Common Area during the Restricted Parking Hours and may take lawful, peaceful, commercially reasonable steps to enforce such exclusive parking rights provided that such enforcement efforts shall not breach the peace or impede traffic or access within the Project.

2.7 Public Space Easements; Pathway and Bikeway Easements

2.7.1 Declarant, declares, establishes and grants for the benefit of each Parcel and each of the Owners of each of such Parcels, for their use and for the use of their Permittees, (a) a perpetual, non-exclusive easement for access over and across all Public Space within the Project, (b) a perpetual, non-exclusive easement for vehicular parking upon all parking spaces that provide parking for Public Space, and (c) a perpetual, non-exclusive easement for access over and across all roadways that provide access to the parking spaces that provide parking for Public Space.

2.7.2 Declarant, declares, establishes and grants for the benefit of each Parcel in the Project and each of the Owners of each of such Parcels, for their use and for the use of their Permittees, a perpetual, non-exclusive easement for the recreational use by pedestrians of all Pathways and by bicyclists of all Bikeways installed within the Project.

2.8 Reserved Easements and Rights; Valet and Concierge Services

2.8.1 Declarant declares, establishes and reserves to Declarant and its designees a perpetual, non-exclusive easement across all portions of the Project as are necessary to allow for any construction, maintenance, repair and replacement work or other services performed by Declarant or its designees under Article VII, to inspect Improvements to ensure compliance with the terms of this Declaration, and to enforce the terms of this Declaration.

2.8.2 The Owner of Parcel A and its designees shall have the exclusive right to operate valet parking services within Parcel A, the Residential over Retail Parcels, and the Office over Retail Parcels, and to operate the Parking Decks and to promulgate reasonable rules and regulations pertaining to the use of such Parking Decks, which shall be binding upon all Owners, Occupants and Permittees using same. In addition, the Owner of Parcel A and its designees shall have the exclusive right to operate concierge services within Parcel A, the Residential over Retail Parcels, and the Office over Retail Parcels providing errands, information, shopping and other personal services for the Occupants thereof. The foregoing, including the operation of such valet services and parking and concierge services, shall in no event be deemed to conflict with or interfere with any of the easements or rights granted to other Owners in this Article II. Additionally, the foregoing provisions of this Section 2.8.2 shall not be deemed to limit or preclude the Owner of the Hotel Parcel from operating a valet parking service for the sole benefit of the Hotel Parcel.

2.8.3 The easements granted in this Declaration are not intended to create, nor shall they be construed as creating, any rights in favor of the general public. Each Owner of a Parcel shall have the right to close temporarily any portion of the Common Area roadways on its Parcel for such reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing any portion of the Common Area roadways, the applicable Owner shall attempt to coordinate such closing so that no unreasonable interference with the passage of pedestrians or vehicles shall occur, and further provided that no portion of a Major Roadway may be closed at any time unless the prior written approval of Declarant has been procured. Each Owner shall have the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from utilizing the Common Area roadways and sidewalks on its Parcel. Each Owner shall have the right to temporarily erect or place barriers in and around portions of the Access Common Area roadways on its Parcel which are being constructed and/or repaired in order to insure either safety of Persons or protection of property.

2.8.4 Subject to applicable law, Declarant reserves all available rights to designate permitted providers of telecommunications, wi-fi, internet, cable television, satellite service and other communications services permitted to operate within the Project or portions thereof, and to prohibit operations within the Project or portions thereof by non-designated providers of such services.

2.9 Utilities

2.9.1 Declarant declares, establishes and grants for the benefit of each of the Parcels and each of the Owners of each Parcel, for their use and for the use of their Occupants, non-exclusive, perpetual easements (a) to use such Utility Facilities that are part of the Initial Infrastructure that serve such Parcel, and (b) in, to, over, under, along and across the Common Area and other areas of the Project that are not within Building Sites necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation, and removal of Utility Facilities to serve such Parcel, provided that all approvals required under this Declaration are procured. Such easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility company, or five (5) feet on each side of the centerline. All Utility Facilities shall be underground except: (i) ground mounted electrical transformers and meters; (ii) as may be necessary during periods of construction, reconstruction, repair or temporary service; (iii) as may be required by Governmental Authorities; (iv) as may be required by the provider of any utility service; (x) fire hydrants; (v) controlled-environment vaults for telecommunications equipment as may be required by the provider of any utility service; (vi) rooftop Utility Facilities; and (vi) those within conduits on the exterior of Buildings. At least thirty (30) days prior to installing any new Utility Facility, the Owner desiring to install such new Utility Facility shall provide the DCC and the Owner of Parcel(s) over which such Utility Facility shall be located with a written statement describing the need for such easement and identifying the proposed location of the Utility Facility, the nature of the service to be provided, and the anticipated commencement and completion dates for the work. The location of any Utility Facilities shall be subject to the prior written approval (which shall not be unreasonably withheld, conditioned or delayed) of the Owner whose Parcel is to be burdened thereby and the DCC. Prior to commencing any work on another Owner's Parcel, including any emergency work, the Owner desiring to perform such work shall provide to the Owner of such Parcel(s) and the DCC evidence of insurance coverage as required by Section 7.2.

2.9.2 Except in the case of a maintenance emergency, where such work shall be performed with such compliance with the following conditions as may be reasonable under the circumstances, any Owner performing maintenance, connection, repair, replacement, relocation or removal of any Common Utility Facilities or of any Separate Utility Facilities that are not on such Owner's Parcel shall, in addition to procuring DCC approval pursuant to Section 4.3, obtain all required permits of Governmental Authorities prior to commencing any such work, shall perform all such work in compliance with all Governmental Requirements, in a lien-free and good and workmanlike manner that does not vitiate any existing warranties covering such Utility Facilities, as quickly as possible and after normal business hours whenever possible, pursuant to plans approved by and in compliance with such conditions as are imposed by the DCC (such approval not to be unreasonably withheld, conditioned or delayed), and so as not to materially adversely affect access on, to or from a Major Roadway or access to or from any commercial businesses or residential living units. No such work shall unreasonably interfere with or diminish any utility service to other Owners. After performance of any such work, the Owner performing such work shall restore the affected area to the condition in which it existed prior to commencement of such work. Except in the case of maintenance emergency, in which case such work may be initiated after such notice as is reasonable under the circumstances, the Owner

performing such work shall provide the Owner of the Parcel(s) over which such Utility Facility is located with at least fifteen (15) days prior notice before commencement of any work; in the case of a maintenance emergency, such notice shall be provided as soon as practicable.

2.9.3 Any Owner performing maintenance, connection, repair, replacement, relocation or removal of any Separate Utility Facilities that are located on and serve such Owner's Parcel: (a) shall obtain all required permits of Governmental Authorities prior to commencing any such work, and (b) shall perform all such work in compliance with all Governmental Requirements, in a good and workmanlike manner, as quickly as possible, and so as not to materially adversely affect access on, to or from a Major Roadway or access to or from any commercial businesses or residential living units. In addition, if the area in which such work will be performed is Common Area or any area immediately adjacent to any commercial businesses or residential units that are not located on such Owner's Parcel, then (x) after performance of any such work, the affected area shall be restored to the condition in which it existed prior to commencement of such work, and (y) except in the case of a maintenance emergency, the Owner performing such work shall provide the Owner of such Adjacent Parcel with at least five (5) days prior notice before commencement of any work; provided that in the case of a maintenance emergency, such notice shall be provided as soon as practicable.

2.9.4 The Owner of a Parcel on which a Common Utility Facility is located shall have the right to relocate the Common Utility Facility on its Parcel upon thirty (30) days prior written notice to the other Owner(s) served by such Common Utility Facility and the DCC, provided that such relocation: (a) shall not unreasonably interfere with or diminish the utility service to other Owners; and if an electrical line/computer line is being relocated, then the Owner(s) served by such Common Utility Facility and the Owner desiring to relocate such Common Utility Facility shall coordinate such interruption and take such reasonable measures to limit any interference; (b) shall be performed without cost or expense to the Owner(s) served by such Common Utility Facility; (c) shall be completed using materials and design standards which equal or exceed those originally used; (d) shall have been approved by the provider of such utility service and the appropriate Governmental Authorities; and (E) shall be performed in compliance with such requirements as may be imposed by the DCC. Documentation of the relocated easement area, including the furnishing of an "as-built" survey to all Owner(s) served by such Common Utility Facility, shall be performed at the expense of the Owner relocating such Common Utility Facility and shall be accomplished as soon as possible following completion of such relocation.

2.9.5 The Owner of each Parcel shall be responsible for all connection charges, user fees, tap-on fees, and similar fees and charges imposed by utility companies or governmental agencies or authorities as a result of the connection of any Utility Facility to the Building or other Improvements on such Owner's Parcel.

2.9.6 Notwithstanding anything to the contrary set forth in this Declaration, the easements granted and reserved in this Article II are and shall be perpetual unless otherwise provided herein, except that dedication to and acceptance by an appropriate Governmental Authority or conveyance or grant to an appropriate public utility of the facilities that are the subject of any such easement shall terminate the applicable easements. Each Owner shall

promptly execute and deliver such documentation and take such action as is requested by Declarant to facilitate the dedication of any portions of the Initial Infrastructure installed by or at the direction of Declarant. With respect to any additional Utility Facilities installed by an Owner to serve its Parcel, such Owner shall have the right to dedicate and convey to or grant easements to the appropriate governmental entities and public utility companies for any such Utility Facilities installed pursuant to this Article II, provided that (a) any such dedication or conveyance or the granting of any such easements, as applicable, shall not adversely affect the use and enjoyment of such Utility Facilities by the Owner and Occupants of the other Parcels, (b) Declarant consents to such dedication or conveyance, and (c) such dedication and/or conveyance is at the sole expense of the dedicating or granting Owner. The Owners of such other Parcels shall cooperate, at no cost or liability, with such dedicating or granting Owner. Documentation of any such easement, dedication or conveyance, including the furnishing of an “as-built” survey to Declarant and all Owner(s) affected by such dedication or conveyance, shall be performed at the expense of the granting or dedicating Owner and shall be accomplished as soon as possible following completion of such dedication or the grant of such easement.

2.9.7 Declarant hereby grants and conveys, to and for the benefit of the Association, a perpetual non-exclusive easement over all areas of the Surface Water Management System (i) for drainage, and (ii) for access to operate, maintain or repair the Surface Water Management System and to replace all or any portion thereof. Pursuant to such easement, the Association shall have the right to enter upon any Parcel which contains a portion of the Surface Water Management System, at reasonable times and in a reasonable manner, to operate, maintain, repair or replace the Surface Water Management System as required by the St. Johns River Water Management District (the “District”) or any permit or other approval issued by or on behalf of the District. No Person shall alter the drainage flow of surface water within the Project or of any water draining into the Surface Water Management System including, without limitation, buffer areas or swales, without the prior written consent of the District.

2.10 Sign Easements

Declarant hereby declares, establishes and grants for the benefit of Parcel A and the Owner of such Parcel, for its use and for the use of its Occupants, a perpetual, exclusive easement in, on, over and across, those portions of Parcel A as determined by Declarant from time to time, and as further provided in a supplemental declaration adopted in accordance with this Declaration (including, without limitation, Section 9.12 hereof) for the installation, maintenance and repair of Signs, entry features and landscaping, together with a perpetual, non-exclusive easement in, to, over, under, along and across the Common Area and other areas of such Parcels not within a Building Site as shall be necessary for the installation, operation, use, maintenance, connection, repair, replacement, relocation, and removal of Utility Facilities to serve such Signs, entry features and landscaping. The easements created in this Section 2.10 shall include reasonable access over, across and upon the foregoing portions of such Parcels to permit such Sign, entry features and landscaping to be installed, replaced, maintained and operated.

2.11 Temporary Construction Easement

Declarant, declares, establishes and grants for the benefit of each of the Parcels and each of the Owners of each of such Parcels, for their use and for the use of their Permittees, a temporary easement for access and passage over and across the Common Areas of each other Owner's Parcel as shall be reasonably necessary for the initial construction of improvements on the benefited Owner's Parcel; provided, however, that (i) such easement shall be in effect only during periods when initial construction is actually being performed, and (ii) the use of such easement shall not unreasonably interfere with the use, operation and enjoyment of the Common Areas by those entitled thereto. Prior to exercising such easement, the benefited Owner shall first provide to each burdened Owner on whose parcel the benefited Owner intends to exercise the temporary construction easement granted by this Section 2.11 a written statement describing the need for such exercise, accompanied by a certificate of insurance establishing that any contractors retained by the benefited Owner for the work to be performed has obtained and maintains in force the insurance coverage required by this Declaration. The benefited Owner shall promptly pay all costs and expenses associated with the work being performed, shall diligently complete such work, and shall promptly clean, restore and repair all affected portions of the Common Areas to a condition equal to or better than the condition thereof existing prior to the commencement of such work. The foregoing provisions to the contrary notwithstanding, if a dispute exists or arises between any contractors, laborers, suppliers or others in connection with such work, each Owner shall have the right to prohibit the contractors, laborers, suppliers or others from using those portions of the Common Areas on such Owner's Parcel. All activities undertaken by or on behalf of any benefited Owner or its Permittees in reliance upon the temporary construction easement granted by this Section 2.11 shall be subject to the terms, conditions and provisions of this Declaration including, without limitation, Articles III, IV and V hereof.

2.12 Liens

In the event that any mechanics' or materialmen's lien is recorded against the Parcel of one Owner as a result of services performed or materials furnished for the use of another Owner, the Owner permitting or causing such lien to be so recorded shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge, within twenty (20) days after such Owner first receives actual notice (in any manner) of the recording of such lien. Subject in all events to the immediately preceding sentence, nothing set forth in this Section 2.12 shall prevent the Owner permitting or causing such lien to be recorded from contesting the validity thereof in any manner such Owner chooses, so long as such contest is pursued with reasonable diligence. In the event that such contest is determined adversely (allowing for appeal to the highest appellate court), such Owner shall promptly pay in full the required amount, together with any interest, penalties, costs, and other charges necessary to release such lien of record. The Owner permitting or causing any such lien shall defend, protect, indemnify and hold harmless the other Owner and its Parcel from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and costs of suit, arising out of or resulting from such lien.

2.13 Drainage Swales

If required by the District, the Owner of each Parcel on which excess surface water is found, or from which excess surface water is generated, shall construct a drainage swale on or serving such Parcel for the purpose of managing and containing the flow of excess surface water. Each Parcel Owner shall be responsible for the construction, maintenance, operation and repair of any swales on or serving its Parcel. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted or approved by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of any drainage swale shall be authorized, and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as practicable by the Owner(s) of the Parcel(s) upon which such damaged drainage swale is located.

ARTICLE III - DEVELOPMENT AND DESIGN REVIEW; ZONING AND SUBDIVISION

3.1. Purpose

A development and design review committee or board (the "Design Control Committee" or "DCC") shall be formed and established to provide an effective means of ensuring that all Buildings and other Improvements developed, constructed, installed and operating within the Project shall be (a) in compliance with the provisions of the Approved Plans and Conditions, (b) aesthetically consistent and in harmony with each other, (c) promoted, marketed, and operated in a manner that will emphasize the integrated environment and superior and unique qualities of the Project, and (c) operated and maintained in an orderly fashion and shall be consistent in quality with those types of Buildings and other Improvements that comprise parts of other first-class mixed-use developments, via the orderly and systematic review and approval processes outlined in Articles IV, V, and VI hereof.

3.2. Creation

Declarant shall initially serve as the sole member of the DCC. Following the completion of the Initial Improvements, Declarant may, in lieu of serving as the sole member, establish a DCC of up to five (5) members, appointed by Declarant, to act on behalf of Declarant for the Project.

3.3. Members of the DCC

Members of the DCC need not be Owners or Occupants of the Project.

3.4. Terms of Members

Following the establishment of any multi-member DCC, each member of the DCC shall hold office for one (1) two-year term. However, Declarant may remove any member(s) of the DCC prior to the expiration of such member(s) respective term(s), at any time and from time to time for any reason, with or without cause, and, in such event, Declarant shall appoint a replacement or replacements for the member or members so removed. If any member of the DCC shall resign from the DCC prior to the expiration of his or her term, such member shall be replaced by a new member appointed by Declarant. Notwithstanding the foregoing, however, to the extent that any member of the DCC is not replaced as provided for in this Section 3.4 at the expiration of his or her term, such member shall be deemed to have been reappointed or reselected, as the case may be, to serve an additional two-year term on the DCC.

3.5. Chairman of the DCC

The DCC Members shall designate, by majority vote, one of the members of the DCC to act as Chairman of the DCC. The Person appointed Chairman shall serve in that capacity from the date of his or her appointment until such time as he or she has resigned as Chairman, has been removed, his or her term on the DCC has expired, or a successor has been elected by a majority vote of the DCC, whichever occurs sooner. As of January 31 of each calendar year, DCC Members shall determine whether to reappoint as Chairman the Person then serving in that capacity or to elect someone else to that position, and shall take action accordingly. A majority of the DCC Members may remove a Person as Chairman of the DCC at any time and from time to time, with or without cause and, in such event, shall elect a replacement Chairman. The DCC Members also may elect any member of the DCC as Acting Chairman to perform the duties of the Chairman in the absence of the Chairman.

3.6. DCC Staff

3.6.1. The DCC may also appoint staff and consultants to the DCC including, without limitation, architects, planners, engineers, attorneys, accountants and other Persons whose knowledge, expertise or skills will assist the DCC in carrying out its functions. Any costs and expenses incurred pursuant to this Section 3.6 shall be paid for as provided for in Section 7.1 hereof.

3.6.2. Staff members and consultants appointed by the DCC pursuant to Section 3.6.1 may be authorized by the DCC to attend its meetings and to participate in all discussions that take place at such meetings, to advise the DCC in their respective areas of expertise, and to perform any and all other tasks requested by the DCC to assist the DCC in carrying out its functions.

3.7. Voting

Except as otherwise expressly provided in this Declaration, if at all, the affirmative vote or written consent of a majority of the members of the DCC shall constitute the decision of the DCC on any matter before the DCC. Voting need not occur at a physical meeting of the DCC

but may take place through polling of members in writing, by electronic mail, over the telephone, or by any other means of communication.

3.8. Power and Authority of the DCC

3.8.1. The DCC shall have the power and authority conferred upon it pursuant to this Declaration and in addition, shall have the power and authority to take such actions related to its decisions and activities hereunder as will promote, directly or indirectly, the health, welfare, common benefit and enjoyment of the Owners and Occupants of the Project.

3.8.2. Declarant, acting as the DCC, shall have the power to delegate its power and authority hereunder by specific written authorization, subject to such terms and conditions as it may elect to impose. In accordance therewith, Declarant, acting as the DCC, hereby appoints the Owner of Parcel A (*i.e.*, Declarant and any successor Owner of Parcel A) to exercise all power and authority of the DCC for purposes of the retail portions of Parcel A and hereby ratifies any design and development approvals previously issued with respect to the Project or elements of the Project by Declarant or by any prior Owner of any Parcel.

3.8.3. All actions of the DCC shall be in accordance with or consistent with the purpose and intent of this Declaration and any specific criteria set forth herein or promulgated pursuant hereto.

3.9. Bylaws; Meetings

The DCC may (but shall not be obligated to) adopt bylaws governing the time, place and manner in which the business of the DCC will be conducted. So long as there is business to be conducted by the DCC, the DCC shall meet at least once during each calendar quarter and may meet more frequently as determined by the Chairman of the DCC. The DCC shall publish or otherwise make available its meeting schedule to all interested Persons. In order to be placed on the agenda of any meeting of the DCC, any matter shall have been submitted to the Chairman of the DCC, or his or her designee, no less than seven (7) Business Days prior to the scheduled meeting date at which action thereon is requested, unless such time period is waived by the Chairman of the DCC in his or her sole discretion.

3.10. Subcommittees

The DCC may (but shall not be obligated to) designate from among its members an exclusive subcommittee and one or more other subcommittees. Each such subcommittee shall have the authority set forth in the resolution or other action establishing said subcommittee.

3.11. No Disqualification of Members

No member (including the Chairman and any member of the DCC and any staff member) or consultant employed by the DCC shall be disqualified from taking part in any DCC action or discussion on account of such Person's having a financial interest in the matter under consideration.

3.12. Limitation on Liability

Subject to any applicable Requirement of a Governmental Authority, Declarant, the DCC, any member thereof, any staff member thereof, or any consultant thereto, shall not be liable to any Owner or Occupant or to any other Person for any loss, damage or injury, or claim thereof arising out of or in any way connected with the performance or nonperformance of the DCC's duties under this Article III unless and only to the extent due to the willful misconduct, gross negligence or bad faith of the DCC, any member thereof, any staff member thereof, or any consultant thereto, as the case may be.

3.13 Subdivision and Platting

Declarant may subdivide, aggregate or modify the boundaries of any Parcel during its ownership of any such subdivided, aggregated or modified Parcels. No Parcel may be subdivided or replatted without the prior written consent of Declarant. Any such subdivision, if permitted, and the filing of any and all amendments to this Declaration necessary to accomplish and recognize the same, shall be promptly accomplished at the requesting Owner's sole expense.

3.14 Changes in Zoning

No Owner or Occupant shall file with any Governmental Authority having jurisdiction over the Project, or any part thereof, any application or petition for modification of the Approved Plans and Conditions, rezoning, special use permits, or zoning variances, any request for annexation, or any similar filing affecting the use of any portion of the Project or the Governmental Requirements that are applicable to the Project, or any portion thereof, without the prior written approval of Declarant.

ARTICLE IV - APPROVALS AND APPROVAL PROCESS

4.1. General Principles

The Improvements constructed on any Parcel shall at all times be of a high standard and shall be constructed, installed, operated, marketed and maintained in conformity and harmony with the overall conceptual and marketing themes, atmosphere, and quality associated with the Project and incorporated into the Design Guidelines. Each Owner shall maintain at all times on its Parcel the amount of Public Space allocated to such Parcel and the number of appropriately-sized trees and landscaping allocated to such Parcel pursuant to the Approved Plans and Conditions and shall not exceed the amount of impervious surface allocated to its Parcel by the Governmental Authorities, and all Proposed Plans (as defined below) with regard to any Improvements on a Parcel shall reflect and be compliant with such minimum Public Space and tree and landscaping requirements and maximum impervious surface requirements.

4.2. Legal and Other Requirements

Each Owner and Occupant shall, at such Owner's or Occupant's sole cost and expense, comply with, and cause their Occupants, contractors, subcontractors, laborers, employees, customers, and invitees to comply with, the terms and conditions of this Declaration, the Approved Plans and Conditions, the Governmental Requirements and any other applicable requirement of a Governmental Authority with respect to the ownership, development, operation, and/or maintenance of its Building Site and in the construction, operation, demolition, reconstruction, and/or alteration of any Improvements located thereon.

4.3. Plan Approval

4.3.1. Prior to commencing or permitting to be commenced any work on the construction of any Buildings or other Improvements on its Parcel (the "Proposed Work") and prior to submitting any plans and specifications or any other materials to any Governmental Authorities relating to any Proposed Work, an Owner must submit to the DCC, in accordance with any and all procedures outlined herein or as may be promulgated by the DCC in the future pursuant to Section 5.7 hereof (including, without limitation, the type of electronic and other formatting required), the plans and specifications for such Proposed Work (the "Proposed Plans") showing, among other matters, the proposed site layout, structural design, exterior elevations, exterior materials and colors, signage, landscaping, hardscaping, drainage, lighting, utility facility layout, and screening therefor and any other features of the Proposed Work reasonably required by the DCC. The Proposed Plans shall also include, without limitation, storm drainage calculations, the location of all impervious surfaces, the location of all Public Space, the location and size of all trees and landscaping, the proposed construction access to the Building Site, the construction schedule and any phasing plans related to such work, the location of any staging and contractor parking areas, and the type of screening to be used during the construction process to minimize views of the Building Site.

4.3.2. In reviewing any submitted Proposed Plans, the DCC may consider with respect to the proposed Improvements, and any conditions related to any approval of the proposed Improvements, the following, among other matters: (a) the schedule for the performance of the construction, the effect of such construction on the operation of any Occupants within the Project, and seasonal and holiday considerations, and (b) the visual impact, natural platforms and finished grade elevations, the harmony of external design with surrounding structures and the environment, the location of the proposed Improvements in relation to surrounding structures and plant life, and other related aesthetic considerations. The DCC may also consider other aesthetic features of the submitted Proposed Plans as it, in its sole discretion, may deem relevant. Each Owner shall, by acquisition of its Parcel, be deemed to have acknowledged that determinations by the DCC as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular Buildings and other Improvements, and that decisions of the DCC may be based upon purely aesthetic considerations.

4.3.3. Within thirty (30) days after receipt of each submission of Proposed Plans, the DCC shall (i) if it approves the Proposed Plans, advise in writing the Owner submitting such

Proposed Plans, at an address specified by such Owner at the time of submission, of the DCC's Approval of the Proposed Plans, or (ii) if the DCC disapproves the Proposed Plans, advise the submitting Owner in writing of such disapproval, specifying in detail the segments or features of the Proposed Plans which are objectionable and suggestions, if any, for the curing of such objections. The DCC shall also make other reasonable efforts, at no cost or liability to the DCC, to aid the submitting Owner in preparing Proposed Plans that would be acceptable to the DCC. If any costs are incurred by the DCC in conjunction with such efforts, the payment of such costs by the submitting Owner shall be a condition precedent to final approval. Any subsequent resubmission by any Owner shall be reviewed and acted upon by the DCC in the same manner, as soon as is reasonably practicable. Approval of Proposed Plans by the DCC shall not constitute a representation or warranty that the Proposed Plans are in compliance with Governmental Requirements or the requirements of applicable insurance underwriters, or that the Improvements shown thereon are structurally sound, nor shall any other party be a third-party beneficiary of any such approval. Copies of all permits and approvals issued by the Governmental Authorities or utility providers with regard to the Proposed Work shall be promptly delivered to the DCC upon issuance to the applicable Owner or applicant for the Proposed Work and prior to the commencement of work relating to such permits and approvals, and upon completion of the Proposed Work and, prior to occupancy or use of the Improvements that are the subject of the Proposed Work, copies of all temporary and permanent certificates of occupancy shall be delivered to the DCC, as applicable. Within thirty (30) days after the issuance of any certificate of occupancy for the Improvements shown on the Proposed Plans, the applicable Owner shall deliver to the DCC as-built plans and specifications for the Improvements, in such electronic and/or other format as may be required by the DCC.

4.3.4. Following construction of the initial Buildings and other Improvements within any Parcel, no work on the alteration or removal of any Buildings or other Improvements on such Parcel or serving such Parcel (including, without limitation, any work performed pursuant to Section 2.9.2 above) shall be initiated by any Owner or Occupant unless and until all plans and specifications for such Proposed Work shall have been approved by the DCC pursuant to the terms and provisions of this Declaration; provided, however, that alterations or remodeling, which (i) take place completely within a Building; (ii) do not change the permitted use of such Building; (iii) do not change the exterior appearance of such Building in any material respect or alter the structural integrity of such Building; (iv) are not visible from the outside of the Building; and (v) do not create a demand for extraordinary services or utilities, may be undertaken without the approval of the DCC hereunder. For purposes of clause (iii) of this subsection 4.3.4 and only by way of example and not in limitation thereof, any change in the color of construction materials of the exterior of a Building or any Signs visible from the exterior of a Building shall be deemed "material."

4.4. Construction After Approval

Approval of any Proposed Plans with regard to a Building Site (a) shall not be deemed a waiver of the DCC's right, in its discretion, to disapprove similar plans, or any of the features or elements included therein, submitted for any other Building Site, (b) may contain conditions regarding the approvals, construction schedules, construction access routes, timing and methods for the construction and operation of the Improvements, and (c) shall be final as to the Building

Site for which they have been submitted; provided, however, that the Improvements on such Building Site shall be and are constructed and maintained in substantial conformity with the approved Proposed Plans.

4.5. Plan Submittals to Governmental Authority

Under no circumstances shall a Person submit its Proposed Plans to any Governmental Authority having jurisdiction over the review or approval thereof unless and until it shall have received DCC approval of such Proposed Plans to the extent required in this Article IV; provided, however, that a Person shall be entitled to submit its Proposed Plans to the applicable Governmental Authority for non-binding preliminary or informal review prior to DCC approval thereof.

4.6 Design Criteria

The following criteria, together with the Design Guidelines and the criteria outlined in Section 4.3.3 hereof, shall be used by the DCC to determine the suitability of all proposed Improvements in or on the Project.

4.6.1. Building Codes. Any Improvement, including electrical, plumbing and mechanical systems, shall be of an appropriate type of construction and installation as defined in and required by any applicable Requirement of a Governmental Authority.

4.6.2 Landscaping. Landscaping shall be designed to unify the Building and its site, existing adjacent Buildings, and existing adjacent landscaping. Landscaping materials shall be appropriate in type and amount to local climatic conditions and to the overall design and theme of development in or on the Project.

4.6.3. Signs. Unless otherwise provided herein or in the Design Guidelines, and except for sales signage placed by an Owner as permitted in the Design Guidelines, no Sign or other advertising device of any nature, including neon or illuminated Signs, shall be placed or maintained on any Parcel, including any Building Site or any Improvement on a Parcel, or on any other portion of the Project without the prior approval of the DCC.

4.6.4. Exterior Lighting. All exterior lighting shall be designed, erected, altered, and maintained in accordance with all applicable Governmental Requirements, the applicable Approved Plans and Conditions and in accordance with plans and specifications approved by the DCC, to ensure that such lighting shall be compatible and harmonious throughout the Project.

4.6.5 Exterior Equipment. All rooftop and exterior mechanical and other equipment and facilities shall be screened from view as may be required by the DCC.

4.7 The Celebration Pointe Brand

To encourage conformity and harmony with the overall conceptual and marketing themes of Celebration Pointe and to protect the value of the Project and its image, Declarant has

prepared a brand resource manual relating to the Celebration Pointe concept, image and brand (the Celebration Pointe brand resource manual as same may be amended by Declarant from time to time is referred to as the "Brand Manual") and has and will prepare promotional and marketing materials, that may include image and video banks, websites, applications, and other electronic and/or media materials regarding Celebration Pointe and the Celebration Pointe brand (collectively, the "Celebration Pointe Brand Collateral"). The Brand Manual contains (a) design guidelines for use of the Celebration Pointe logos and other identifying names and marks in the context of marketing, advertising and design, and (b) the core principles of Celebration Pointe that inform the use of the Celebration Pointe brand, including an emphasis on quality services in a community that promotes healthy living, cosmopolitan cultural influences, and advanced technology as a part of a progressive, sophisticated and sustainable lifestyle. To ensure a consistent image that is in keeping with the high quality of Celebration Pointe, (x) all Occupants of Celebration Pointe shall comply with the guidelines and goals of the Brand Manual, copies of which are available at Declarant's notice address, and (y) each Owner shall establish Celebration Pointe branding and co-branding material (based on any existing national brand and the Celebration Pointe brand) for its development, as applicable, that is approved by Declarant and shall submit to Declarant for its prior approval any promotional, marketing or other materials that relate to Celebration Pointe or that use the Celebration Pointe name, logo or the Celebration Pointe Brand Collateral and that may be used in public or in any public medium. Any use of the Celebration Pointe Brand Collateral shall be subject to the prior written approval of the Declarant and compliance with Declarant's requirements and terms and conditions relating to such use.

ARTICLE V - DESIGN AND CONSTRUCTION

5.1. Design Guidelines.

5.1.1. Subject to subsection 5.1.4 below, the DCC, with the concurrence of Declarant, shall have sole and exclusive authority to adopt, amend, modify and enforce Design Guidelines. The Design Guidelines shall specify the design criteria for Building design, signage, landscaping, and other Improvements within the Project.

5.1.2. The Design Guidelines shall implement and shall be consistent with the statement of purpose set forth in Article III of this Declaration and the design criteria set forth in Section 4.6 hereof.

5.1.3. A copy of the Design Guidelines shall be made available for review by Owners and Occupants after reasonable notice at all reasonable times at the office of Declarant.

5.1.4. From time to time, at any time and in its sole discretion, the DCC, with the concurrence of Declarant, may amend the Design Guidelines in any manner consistent with the statement of purpose set forth in this Declaration and the design criteria set forth in Section 4.6 hereof; provided, however, that the DCC shall not amend the Design Guidelines so as to prohibit or to require abatement of or change in any Proposed Plans or Improvements for which the DCC previously has granted Approval.

5.2. Construction Requirements

The requirements set forth in this Section 5.2 shall apply to all construction activities performed on or to any Parcel, or any portion thereof, and any Improvements located thereon.

5.2.1. Construction Rules and Regulations. All construction activities and related work on each Parcel (the “Work”) shall be performed in a good and workmanlike manner and in accordance with the provisions of this Declaration, Governmental Requirements, including the Approved Plans and Conditions, and such reasonable construction rules and regulations as the DCC may promulgate from time to time concerning such matters as, without limitation, the coordination of any Work and the appearance of such Parcel during construction activities.

5.2.2. Coordination. Each Owner and Occupant shall make a good faith effort to coordinate its construction activities with all other construction activities being simultaneously undertaken on other real property located within the Project which is adjacent to such Owner or Occupant’s Parcel, so as not to materially interfere with such other construction activities. Further, each Owner and Occupant shall use good faith efforts to assure that the performance of any of its construction activities does not materially disrupt or interfere with business activities or traffic in the surrounding portions of the Project.

5.2.3. Ingress and Egress Routes. In connection with the performance of any Work, each Owner shall use reasonable efforts to cause all means of ingress and egress to be kept clean of all construction materials and debris (including, without limitation, sand, trash and nails) generated by such Owner, any Occupants, and/or any of their employees, agents, contractors, or subcontractors during the performance of any Work.

5.2.4. Removal of Trash. All trash, rubbish, and construction debris which may accumulate on a Parcel or be blown or otherwise carried into surrounding areas in connection with any Work or other activities on a Parcel shall be removed therefrom by or on behalf of the Owner thereof on a daily basis or such other basis as is required by the DCC.

5.2.5. Damage to the Property of Others. Any and all Work shall be conducted so as to prevent damage to any other portions of the Project which lie outside the boundaries of the Building Site upon which the Work is being performed. If any such damage is caused by the Work, the applicable Owner shall, at its sole cost and expense, promptly repair and/or replace, as appropriate, such damaged areas and/or Improvements.

5.2.6. Compliance with Laws. Each Owner shall comply, and shall cause its Occupants, contractors, subcontractors and laborers to comply, with all Governmental Requirements, the Approved Plans and Conditions, and any other applicable Requirement of a Governmental Authority having jurisdiction over its respective Parcel or Building Site or any part or aspect thereof or any aspects of Owner’s and any Occupant’s operations thereon.

5.2.7. Storm Water. Sound surface water management practices shall be employed during the performance of any and all Work in order to prevent runoff sedimentation.

5.3. Damage to Common Facilities and Improvements

If, in the course of any construction activity, including, without limitation, activity to establish a utility connection to a Parcel or Building Site, any existing Utility Facilities, streets, curbs or other Common Area or Improvements are damaged in any way, the Owner or Occupant conducting such construction activity shall restore or repair such Utility Facilities, streets, curbs or other Common Area or Improvements to a condition at least as good as existed prior to the damage, and shall pay any costs or expenses, including attorneys' fees, incurred by any Person other than such Owner or Occupant arising from or as a result of such damage, and any repairs necessitated by such damage shall be completed within ten (10) Business Days after the occurrence of such damage.

ARTICLE VI – USE RESTRICTIONS; REGULATION AND USE OF IMPROVEMENTS

6.1 Use Restrictions; General Maintenance and Repair

6.1.1 The Parcels and each portion thereof and all Improvements thereon shall be owned, leased, constructed, used, operated, maintained, repaired, replaced, reconstructed and remodeled in accordance with Governmental Requirements, including the Approved Plans and Conditions and the terms of any approvals and conditions of the DCC as to any such Improvements, and the terms of this Declaration. In addition, each of the Parcels, as applicable, shall be subject to the rights, restrictions and prohibitions as are set forth in **Exhibit E** attached hereto and made a part hereof by this reference.

6.1.2 Except as may be otherwise provided in Section 7.1 below, and except as is otherwise the responsibility of public utility companies or utility providers as to dedicated and accepted Utility Facilities, each Owner shall maintain in good repair and condition all Improvements on its Parcel, including (a) Utility Facilities other than Separate Utility Facilities that do not serve such Parcel, and (b) Separate Utility Facilities serving such Parcel that are located outside of such Parcel. In addition, each Owner shall maintain all mechanical equipment, including all heating, ventilating and air conditioning systems that serve such Parcel or the Improvements thereon. Such maintenance shall be performed in a manner consistent with this Declaration and the Design Guidelines. Any maintenance which involves an exterior change, including, without limitation, repainting of the exterior of improvements in a different color, shall require prior approval of Declarant or the DCC as provided in Article V above.

6.2 Requirements and Restrictions Regarding Construction, Maintenance and Repair

6.2.1 All Buildings and other Improvements constructed on any Parcel shall be constructed in accordance with all Governmental Requirements and the Design Guidelines except as may otherwise be approved by Declarant or the DCC. Declarant and the DCC shall have a right of access to all portions of any Parcel as are necessary to inspect the Improvements thereon to ensure compliance with the construction and maintenance requirements set forth herein. All construction work shall be done in accordance with Governmental Requirements, the

Approved Plans and any conditions imposed pursuant to the approvals issued by Declarant or the DCC pursuant to this Declaration, in a good and workmanlike manner and in accordance with good engineering standards. All construction, maintenance and repair activities on each Parcel shall be performed (a) so as not to unreasonably interfere with any work being performed on another Parcel, (b) so as not to unreasonably interfere with the use, occupancy or enjoyment of another Parcel; and (c) in a lien-free and good and workmanlike manner.

6.2.2 Except with respect to the construction by Declarant of the Initial Improvements, when an Owner is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging any improvements, such Owner shall establish a staging and storage area on its Parcel prior to commencing such work, and employ high-quality construction procedures including, without limitation, silt fences and construction barricades. If substantial work is to be performed, such performing Owner shall fence off such staging and storage area. Except with respect to the initial development of the Project, upon completion of such work, such staging and storage area shall be restored to a condition which is equal to or better than the condition that existed prior to commencement of such work. All access for construction vehicles and equipment used in the Work shall be in compliance with the applicable DCC approvals.

6.2.3 Each Owner shall diligently complete all construction activities on its Parcel as quickly as possible, shall clean the roadways and driveways used by its construction vehicles of mud, dirt and construction debris on a daily or such other basis as is required by the DCC, and (except in the case of temporary access roads made available by Declarant in connection with the initial development of the Project) upon completion of all construction activities shall promptly restore such affected roadways and driveways to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

6.2.4 All construction of Improvements shall be prosecuted with due diligence until completion.

6.2.5 Subject to the provisions of Section 6.1, each Owner shall keep the exterior portions of its Parcel, including all improvements located thereon, in a safe, clean, neat and attractive condition at all times. Each Owner's obligations include, without limitation, the following: (a) all rubbish, trash, and other waste shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed prior to its accumulation; (b) all parking areas shall be striped and all parking areas, driveways, roads, sidewalks, Pathways and Bikeways shall be kept in good repair and swept, and/or replenished, to the extent necessary to keep such areas clean and clear of debris, (c) all landscaped areas shall be maintained in good and sightly condition, with all plants to be watered, trimmed, pruned and replaced as necessary, (d) all rooftops shall be kept clear of debris; and (e) the exterior of all Buildings, including exterior mechanical and other facilities, if any, and the screening for same, shall be kept in good repair, including replacement, if necessary, and same shall be repainted as reasonably needed.

6.2.6 All improvements as to which construction has commenced but has subsequently been discontinued without substantial completion of all exterior components thereof for a period of ninety (90) days or more shall promptly be removed and replaced by a hard surface condition or a maintained landscaped condition.

6.2.7 Each Owner shall indemnify, defend and save each other Owner and its successors and assigns harmless from and against any and all claims, losses, damages, liabilities, injuries, costs and expenses (including, without limitation, attorneys' fees), due to personal injury or death of persons or destruction of property arising from or as a result of construction by the indemnifying Owner, except for claims caused by the gross negligence or willful act or omission of the indemnified Owners.

6.3 Requirements and Restrictions Regarding Use and Operation

6.3.1 To the extent allowed by applicable Governmental Requirements and the terms of any applicable leases or occupancy agreements, sidewalk displays, outside sales and outdoor seating for restaurants are permitted within Parcel A including, without limitation, immediately adjacent to the retail and restaurant spaces on Parcel A, provided that, unless otherwise permitted by Declarant, any such displays, sales and seating: (a) shall not unreasonably interfere with or impede pedestrian traffic upon the sidewalk areas or pedestrian ingress or egress to any Building containing residential units; (b) shall not block or impede vehicular access to any Building; (c) shall be maintained in a neat, clean and orderly condition; (d) shall be conducted on the sidewalk immediately adjacent to the applicable Occupant's premises or upon such additional areas as are shown on the Approved Plans and Conditions or as are otherwise permitted by Declarant, and shall not block or impede access points to residential living units; and (e) all merchandise shall be moved indoors during non-business hours.

6.3.2 It is understood that the Project is intended to constitute an energetic and vibrant living, working, shopping and recreational environment, and that the Common Area and parking areas on Parcel A, the Pathways and Bikeways and the other areas of the Project dedicated for community or civic activities pursuant to the Approved Plans and Conditions may, subject to the prior written approval of Declarant, be used for entertainment and recreational activities, holiday and seasonal displays and activities, art festivals or exhibitions, sporting events, recreational activities, farmers' markets, culinary events, organic gardens, concerts and music events, fireworks, competitions and exhibitions, and other activities that are reflective of a mixed-use community. The Owners of all Parcels, by accepting title thereto, acknowledge that (a) such activities may result in increased noise, light, odors, traffic levels and other effects as a result thereof, (b) such effects are a natural corollary of the mixed-use environment at Celebration Pointe and the benefits afforded by such environment and shall not constitute a nuisance or interference with the Owners or Occupants of any Parcels affected by same provided that they are in compliance with Governmental Requirements, (c) Declarant may install and maintain temporary decorative and promotional materials, event facilities, and kiosks in Public Space, Common Area and parking areas, and provide temporary services related to such events and activities, and (d) Declarant may temporarily close and/or restrict access to portions of the Project pursuant to such activities, and to facilitate traffic, security and safety considerations for any such activities.

6.3.3 No Owner or Occupant shall use, or permit the use of, Hazardous Materials (as hereinafter defined) on, about, under or in its Parcel, or the balance of the Project, except in the ordinary course of its usual operations conducted thereon, and any such use shall be

at all times in compliance with all Governmental Requirements. Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, without limitation, costs of investigation, remedial or removal response, and attorneys' fees and cost of suits, arising out of or resulting from any Hazardous Material used or permitted to be used by such Owner or Occupant, whether or not in the ordinary course of operations. For the purpose of this Section 6.3.3 only, the term "Hazardous Materials" shall mean and refer to the following: (a) Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*) ("RECRA"), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*) ("CERCLA") or the Superfund Amendments and Re-authorization Act of 1986 ("SARA"), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) underground storage tanks, whether empty, filled or partially filled with any substance, (f) any substance the presence of which on the Premises is prohibited by any Legal Requirement (as defined below); (g) any other environmental substance which by any Legal Requirement requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment, or disposal; and (h) any item so designated by or pursuant to the Water Pollution Control Act (33 U.S.C. Section 1251 *et seq.*); Safe Drinking Water Act (42 U.S.C. Section 3000(f) *et seq.*); or Toxic Substances Control Act (15 U.S.C. Section 2601 *et seq.*).

6.3.4 Except as permitted by Declarant under Section 6.3.2 or otherwise, and except for construction trailers during periods of construction, no temporary Buildings or sheds, or other portable structures, materials, supplies, equipment, Signs (including, without limitation, signage on construction trailers), trash or solid waste containers, other than the portable trash collectors and trash compactors on Parcel A and the Project's standard pedestrian trash cans, shall be permitted to be stored or allowed to stand on any area exterior to any Building unless contained within an enclosed structure or completely screened from horizontal view of adjoining properties and streets with a combination of enclosed structure and landscaping. Each Parcel (other than (i) the Future Development Parcels, until developed, and (ii) the Conservation Area) shall each have a minimum of one (1) commercial solid waste container. Said commercial waste container shall be maintained in good mechanical condition. All waste containers shall be emptied as often as necessary so as to prevent such container from overflowing and as often as necessary to keep the area in a neat, clean and sanitary condition.

6.3.5 All Signs shall be in compliance with Governmental Requirements and the Design Guidelines unless otherwise specifically approved by Declarant or the DCC.

6.3.6 During the term of this Declaration, each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from one Parcel to incidentally shine on the adjoining Parcel.

6.4 Casualty

6.4.1 In the event that any improvements (including Buildings) are damaged by fire or other casualty (whether insured or not), the Owner upon whose Parcel such Building is located shall, subject to Governmental Requirements and/or insurance adjustment delays, immediately remove the debris resulting from such casualty and provide a screened barrier around the Building Site and other affected areas on the Parcel that is approved by the DCC, and within a reasonable time thereafter shall either (a) repair or restore the Building so damaged to a complete unit, with such repair or restoration to be performed in accordance with all provisions of this Declaration, (b) erect another Building in such location, with such construction to be performed in accordance with all provisions of this Declaration, or (c) demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a maintained landscaped condition that is approved by the DCC. The Owner of the affected Parcel shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one of such alternatives in compliance herewith.

6.5 Condemnation

6.5.1 In the event that any Parcel or portion of a Parcel shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Owner owning the applicable Parcel or the improvements taken, and the other Owners hereby waive and release any right to recover any value attributable to the property interest so taken, except that (a) if the taking includes improvements belonging to more than one (1) Owner, such as Common Utility Facilities, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, and (b) if the taking includes easement rights which are intended to extend beyond the term of this Declaration, the portion of the award allocable to each such easement right shall be paid to the respective grantees thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration which does not reduce or diminish the amount paid to the Owner owning the Parcel or the improvement taken, then the Owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent that it burdens the land taken, no easement or license set forth in this Declaration shall expire or terminate based solely upon such taking.

6.6 Reservation of Certain Rights

6.6.1 In addition to the rights set forth in Section 6.3.2 and elsewhere in this Declaration, Declarant hereby reserves for itself, and for its successors and assigns as Declarant under this Declaration, the right to install, operate, maintain, repair, replace and relocate within the Common Area on Parcel A, and to permit the installation, operation, maintenance, repair, replacement and relocation by other parties within the Common Area on Parcel A, temporary and/or permanent facilities and equipment, including, without limitation, valet parking stations, other parking payment and control equipment, directory and advertising signage (including, without limitation, electronic interactive signage), mobile retail units, kiosks, and similar facilities and equipment (collectively, "Ancillary Facilities"), together with utilities to serve and

operate the Ancillary Facilities, and to charge for and collect revenue from any and all such Ancillary Facilities.

6.7 Effect of Additional Covenants

6.7.1 As a complement to the restrictions, covenants, conditions, and easements set forth in this Declaration with respect to the entire Project, Declarant may also establish certain additional restrictions, covenants, conditions, and easements pursuant to the sale, lease and/or development of each of the Parcels, to be executed by Declarant and, as applicable, joined in by the Owner of the Parcel. In the event of any conflict or inconsistency between the terms of such additional covenants and those of this Declaration, the terms of this Declaration shall control.

ARTICLE VII – MAINTENANCE RIGHTS AND OBLIGATIONS; ASSESSMENTS; INSURANCE

7.1 Initial Infrastructure Maintenance; Assessments.

7.1.1 The Association shall be responsible for, and shall perform, the maintenance, operation, repair and replacement of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the Surface Water Management System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities for the Project as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be as permitted by or, if modified, as approved by the District. The Association may also, in its sole discretion, elect from time to time during the term of this Declaration to maintain, insure, secure, repair and replace all or any portions of the Initial Infrastructure and the Improvements in the Common Area installed by or at the direction of Declarant that may otherwise be the obligation of the respective Owners of the Parcels, or to cause such maintenance, insurance, security, repair and replacement to be performed or procured, as applicable, by such companies or under the direction of such management companies as may be designated by the Association. Such election may be made or rescinded from time to time during the term of this Agreement upon at least sixty (60) days advance written notice to any affected Owners. Such work shall be performed pursuant to standards that are comparable to other first-class mixed-use developments. The Association shall perform (and shall have an easement to perform) such maintenance, repair and replacement work (collectively, the “Infrastructure Maintenance Work”) in compliance with all Governmental Requirements, in a lien-free and good and workmanlike manner, and in a manner that will not unreasonably interfere with the use or operation of the Parcel upon which such work is being performed. Such Infrastructure Maintenance Work may also include maintenance, repair and replacement work required by Governmental Authorities pursuant to the zoning, permitting and provision of infrastructure for the Project, including without limitation, work required under the Approved Plans and Conditions. All costs incurred by the Association in the exercise of its powers and obligations under this Section 7.1.1 shall be allocated and assessed by Association hereunder are referred to collectively as “Assessments.” All Assessments shall be allocated by Association and imposed upon the Owners of the Parcels in the Project in accordance with **Exhibit F** attached

hereto and any additional covenants that may be entered into pursuant to Section 6.6 above. All such Assessments shall be paid by the affected Owners to the Association within thirty (30) days following receipt of the Association's request for payment, and shall be secured by a lien pursuant to the provisions of Section 7.1.2 below. The Association or any maintenance company performing the foregoing Infrastructure Maintenance Work, as applicable, shall defend, protect, indemnify and hold harmless the Owner of the Parcel upon which such work is performed from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto (including reasonable attorneys' fees and costs of suit), arising out of or resulting from the exercise of the right to perform such work; provided, however, that the foregoing obligation to indemnify, defend, protect and hold harmless shall not apply to claims or demands based on the negligence or the willful act or omission of the indemnified Owner.

7.1.2 Any sums assessed against a Parcel by the Association pursuant to this Declaration including, without limitation, any Assessments imposed as a result of the exercise by the Association of its rights under Article VIII, together with late charges, interest, costs and reasonable attorneys' fees, as provided herein, shall be secured by a lien on such Parcel in favor of the Association, and the Association shall be entitled to file such a lien in the Public Records of Alachua County, Florida. Such lien shall be superior to all other liens and encumbrances on such Parcel except for (a) liens of ad valorem taxes, (b) liens for all sums unpaid on a first-in-priority mortgage, and (c) liens for all sums on any mortgage to Declarant duly recorded in the Public Records of Alachua County, Florida, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Parcel after this Declaration shall have been recorded in the Public Records of Alachua County, Florida, shall for all purposes be deemed to have consented to such liens or encumbrances, and such subsequent liens and encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

7.1.3 The Association shall be required to make available to all Owners and mortgagees, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Agreement (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statements for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Agreement, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the areas maintained by the Association pursuant to this Declaration.

7.2 Insurance

7.2.1 Each Owner shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages set forth below:

(a) Commercial general liability insurance with a combined single limit of liability of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury and property damage, arising out of anyone occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, with excess limits in the amount of Five Million Dollars (\$5,000,000.00) pursuant to an umbrella liability policy. Declarant shall be an "additional insured" under all such policies pursuant to ISO AI endorsement CG 2026 or an equivalent endorsement.

(b) Workers' compensation and employer's liability insurance:

(i) Workers' compensation insurance as required by any applicable law or regulation.

(ii) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

(c) Automobile liability insurance for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

(d) Following completion of initial construction of the improvements on a Parcel, and in replacement of the coverage required by Section 7.2.2(d) below, property insurance as provided by the standard ISO Causes of Loss Special Form, or its equivalent, in the amount of one hundred percent (100%) of full replacement cost thereof (excluding footings, foundations and excavations). Each Owner (the "Releasing Owner") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner (the "Released Owner") from any liability for any loss or damage to all property of such Releasing Owner located upon any portion of the Project, which loss or damage is of the type covered by the insurance required to be maintained under this subsection (d), irrespective of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. The Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release and waiver hereinabove given. The Releasing Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit asserted by or through any Occupant of the Releasing Owner's Parcel for any loss or damage to the property of such Occupant located upon the Releasing Owner's Parcel, which loss or damage would have been covered by the insurance required to be maintained under this subsection (d).

7.2.2 Prior to commencing any construction activities contemplated by this Declaration on any Parcel, the Owner thereof shall obtain or require its contractor to obtain and

thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

- (a) Workers' compensation and employer's liability insurance:
 - (i) Workers' compensation insurance as required by any applicable law or regulation.
 - (ii) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease.
- (b) Commercial general liability insurance covering all operations by or on behalf of the contractor, as provided by standard ISO CGL coverage form CG 0001 or its equivalent, with minimum limits of liability on a per project basis of:
 - (i) \$1,000,000 each occurrence (for bodily injury and property damage).
 - (ii) \$1,000,000 for Personal Injury Liability.
 - (iii) \$2,000,000 aggregate for Products and Completed Operations.
 - (iv) \$2,000,000 general aggregate.
- (c) Automobile liability insurance including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage and shall be provided by the standard ISO Business Auto coverage form CA 0001, or its equivalent.
- (d) Prior to commencement of vertical construction of improvements on a Parcel, fire and extended coverage insurance, in the so-called "Builder's Risk 100% Completed Value Non-Reporting" form, or its equivalent.
- (e) The contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000. If there is no per project aggregate under the commercial general liability policy, the limit shall be \$10,000,000.

If the construction activities involve the use of another Parcel, then the constructing Person shall cause (x) the Owner of such Parcel to be an additional insured on each policy (for the Commercial General Liability policy pursuant to a CG 2010, ongoing operations, endorsement, and a CG 2037, completed operations, endorsement, or their equivalent), (y) with respect to the work on such other Parcel, the coverage set forth in subsection (b)(iii) above to be extended for a three (3) year period following final completion of work, and (z) each such policy to provide that the same shall not be cancelled, allowed to expire, or reduced in amount or coverage below the requirements set forth above without at least thirty (30) days' prior written notice to the named insured and the constructing Person shall provide at least thirty (30) days' prior written notice to

any other insured parties. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then the constructing Person shall immediately stop all work on and use of the other Parcel until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to the Owner of such other Parcel.

7.2.3 Any insurance provision that requires another Person to be added as an “additional insured” shall (a) provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Declaration, nor shall such policy be allowed to expire without at least thirty (30) days’ prior written notice by the insurer to the named insured, and without at least thirty (30) days’ prior written notice to be provided by the insured to each additional insured; (b) provide for severability of interests; (c) provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds; and (d) provide for contractual liability coverage with respect to any indemnity obligation set forth in this Declaration.

7.2.4 All insurance required by a Person pursuant to Section 7.2 shall be written on an occurrence basis and procured from companies rated by Best’s Rating Guide not less than A-/VIII, and which are authorized to do business in the State of Florida. All insurance may be provided under (a) an individual policy covering the Parcel in question, (b) a blanket policy or policies which includes other liabilities, properties and locations of such Owner with aggregate coverage in commercially reasonable amounts as determined in the sole discretion of Declarant, (c) a plan of self-insurance, in whole or in part, provided that (i) the applicable Owner or Occupant has a tangible net worth in excess of One Hundred Million and No/100 Dollars (\$100,000,000.00) (based upon calendar year 2014 dollars), (ii) the applicable Owner or Occupant provides to Declarant evidence of such tangible net worth, including, without limitation, such certified financial information as may be required by Declarant to make such determination, not less frequently than annually (and upon demand if Declarant shall have a good faith reason to believe that the applicable Owner or Occupant fails to meet the tangible net worth requirement at any time), and (iii) such Owner or Occupant notifies the other Owners of its intent to self-insure, or (d) a combination of any of the foregoing insurance programs. To the extent that any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with Section 6.2, such Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$50,000.00 unless such Owner complies with the requirements regarding self-insurance pursuant to (c) above. Each Owner agrees to furnish, to any other Owner requesting the same, a certificate(s) of insurance, or statement of self-insurance, as the case may be, or the Web address where such insurance information is set forth, evidencing that the insurance required to be carried by such Owner is in full force and effect.

7.2.5 Due to the disparate nature of the uses and types of construction anticipated within the Project, Declarant may modify the insurance requirements in this Section 7.2 for individual Parcels based upon its commercially reasonable judgment. In no event shall Declarant be liable to any Owner or Occupant or to any other Person for any loss, damage or injury, or claim thereof arising out of or in any way connected with any such modification of insurance requirements or any determination(s) made by Declarant under this Section 7.2.

ARTICLE VIII - ENFORCEMENT OF DECLARATION

8.1 Default

8.1.1 The occurrence of any one or more of the following events shall constitute a material default and breach of this Declaration by the non-performing Owner (the "Defaulting Owner"):

(a) The failure to make any payment required to be made hereunder or to remove any lien required to be removed hereunder within ten (10) days after written notice of default.

(b) The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in subsection (a) above, within thirty (30) days after the issuance of a notice by another Owner (the "Non-Defaulting Owner") or the Association specifying the nature of the default claimed; provided, however, that with respect to those failures which cannot with due diligence be cured within said thirty (30) day period, such Owner shall not be deemed to be in default hereunder if such Owner commences to cure such default within such 30-day period and thereafter diligently pursues such cure to completion within one hundred-twenty (120) days thereafter.

8.1.2 Upon written request of a Non-Defaulting Owner, the Declarant or, at the election of the Declarant, the Association, shall send a notice of default to the Defaulting Owner. With respect to any default under Section 8.1.1(b), Declarant, the Association or any Non-Defaulting Owner (each, a "Curing Party") shall have the right following the expiration of any applicable cure period (if any), but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, that in the event that such default shall constitute an emergency condition, the Curing Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as is reasonably possible thereafter. To effectuate any such cure, the Curing Party shall have the right to enter upon the Parcel of the Defaulting Owner to perform any necessary work or to furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for the default of its Occupants. In the event that Declarant or any Non-Defaulting Owner shall cure a default, the Defaulting Owner shall reimburse the Curing Party for all costs and expenses incurred in connection with such curative action, plus interest as provided in Section 8.2 below, within ten (10) days after receipt of written demand therefor, together with reasonable documentation supporting the expenditures made. In the event that the Defaulting Owner does not reimburse the Curing Party as set forth above, the Curing Party and the Association shall be entitled to exercise and seek all rights and remedies available at law and in equity. The right to cure the default of another Owner shall not be deemed to:

(a) Impose any obligation on Declarant, the Association or a Non-Defaulting Owner to do so.

- (b) Render the Declarant, the Association or Non-Defaulting Owner liable to the Defaulting Owner or any third Owner for an election not to do so.
- (c) Relieve the Defaulting Owner from any performance obligation hereunder.
- (d) Relieve the Defaulting Owner from any indemnity obligation as provided in this Declaration.

8.1.3 The Declarant, the Association and each Non-Defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions set forth in this Declaration, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another Owner or Person of any or the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to an Owner under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

8.2 Interest

8.2.1 Any time an Owner shall not pay any sum payable hereunder to another Owner, the Association or Declarant within five (5) days after the due date thereof, such delinquent Owner shall pay interest on such amount, from the due date to and including the date such payment is actually received by the Owner, the Association or Declarant, as entitled thereto, at the lesser of:

- (a) The highest rate permitted by law to be either paid on such type of obligation by the Owner obligated to make such payment or charged by the party to whom such payment is due, whichever is less, or
- (b) The rate which is three (3) percentage points (*i.e.*, three hundred (300) basis points) in excess of the prime rate. As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in *The Wall Street Journal* under the heading "Money Rates"; provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest such rate and (ii) if such rate is no longer published in *The Wall Street Journal* or is otherwise unavailable, the prime rate shall be a substantially comparable index selected by the Association of short term loan interest rates charged by United States banks to corporate borrowers.

ARTICLE IX - MISCELLANEOUS

9.1 Estoppel Certificate

9.1.1 The Association and each Owner (including Declarant) shall, upon written request of any other Owner or the Association (which shall not be more frequent than three (3) times during any calendar year), issue within twenty (20) days after receipt of such request to the requesting party, or to its prospective mortgagee or successor, an estoppel certificate stating each of the following to the best of the issuer's knowledge as of such date:

- (a) Whether it knows of any default under this Declaration by the requesting Owner, and if there are known defaults, specifying the nature thereof in reasonable detail.
- (b) Whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail.
- (c) Whether this Declaration is in full force and effect.
- (d) The amount of any sums owed, if any, by or to the party requesting the estoppel certificate.
- (e) The nature and extent of any set-offs, claims, counterclaims, and/or defenses being asserted or capable of being asserted after giving notice, if any, required hereunder or otherwise known by the Person executing the Estoppel Certificate against the enforcement of the requesting party's obligations hereunder.
- (f) The total amount of all sums owed as Assessments hereunder and all liens being asserted or capable of being asserted after the giving of notice, if any, required hereunder, describing the applicable provision or provisions and the details of any such lien claim.
- (g) The current address or addresses to which notices given to the Person executing such Estoppel Certificate are to be mailed.
- (h) Such other information as may be reasonably requested.

Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts set forth therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event be construed to waive any rights of the issuer to challenge acts committed by any other party for which approval by the issuer was required but was not sought or obtained. The issuance of an estoppel certificate shall in no event subject the party executing such estoppel certificate to any liability for the negligent or inadvertent failure of such party to disclose correct and/or relevant information.

9.2 Notices

All notices, demands and requests (each, a “notice”) required or permitted to be given under this Declaration must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the intended recipient, (ii) delivered to the then-designated address of the intended recipient, (iii) rejected at the then-designated address of the intended recipient, provided such notice was sent prepaid, or (iv) deposited with a nationally recognized overnight courier with delivery instructions for “next business day” service and addressed to the then-designated address of the intended recipient. The initial address of Declarant is:

| | |
|-----------------|--|
| Declarant: | Celebration Pointe Holdings, LLC 2579 S.W. 87 th Drive Gainesville, Florida 32608 Attention: Svein Dyrkolbotn |
| With a copy to: | Holden, Carpenter & Roscow, PL 5608 NW 43 rd Street Gainesville, Florida 32653 Attention: Charles I. Holden, Jr., Esq. |
| And a copy to: | Hartman Simons & Wood LLP 6400 Powers Ferry Road, N.W. Suite 400 Atlanta, Georgia 30339 Attention: John H. Lewis, Esq. |

The initial address of the Association is:

| | |
|-----------------|--|
| Association:: | Celebration Pointe Association, Inc. 2579 S.W. 87 th Drive Gainesville, Florida 32608 Attention: Svein Dyrkolbotn |
| With a copy to: | Holden, Carpenter & Roscow, PL 5608 NW 43 rd Street Gainesville, Florida 32653 Attention: Charles I. Holden, Jr., Esq. |
| And a copy to: | Hartman Simons & Wood LLP 6400 Powers Ferry Road, N.W. Suite 400 Atlanta, Georgia 30339 Attention: John H. Lewis, Esq. |

Any Owner of a Parcel from time to time may, upon delivery of a written notice to Declarant and the other Owners, register its ownership interest in the Project, thereby requesting all notices thereafter due under this Declaration. Upon at least ten (10) days' prior written notice, each Owner or other party shall have the right to change its address to any other address within the United States of America.

9.3 Binding Effect

The terms of this Declaration and all easements created hereunder shall constitute covenants running with the land and shall bind the Parcels described herein and inure to the benefit of and be binding upon each Owner and each Owner's successors, assigns and mortgagees. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

9.4 Negation of Partnership

None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so in this Declaration or by separate written instrument signed by the Owner to be charged.

9.5 Not a Public Dedication

Nothing herein set forth shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Declaration, no right, privileges or immunities of any Owner shall inure to the benefit of any third Person, nor shall any third Person be deemed to be a beneficiary of any of the provisions set forth in this Declaration.

9.6 Excusable Delays

Whenever performance is required of any Person under this Declaration, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, adverse weather conditions (but only to the extent that such conditions adversely affect the required performance and exceed adverse weather which can reasonably be expected based upon historical weather data for the vicinity in which the Project is located) or any cause beyond the reasonable control of such Person, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section 9.6 shall not operate to excuse any Owner from the prompt payment of any monies required by this Declaration.

9.7 Declaration Shall Continue Notwithstanding Breach

No breach of this Declaration shall (a) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, or (b) affect, impair, defeat or render invalid the lien of any mortgage made in good faith and for value as to any part of the Parcels. However, the foregoing limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

9.8 Time

Time is of the essence of this Declaration and each and every provision and obligation hereof.

9.9 No Waiver

The failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Owner may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision set forth in this Declaration. The failure of an Owner to provide a statement for amounts owed within a specified time shall not act as a waiver of such Owner's right to collect such amount upon the later issuance of the required statement of amounts owed.

9.10 Relationship to Leases

Any Occupant that leases space on any Parcel shall also comply with the terms of its lease in addition to the terms of this Declaration.

9.11 Assignment of Declarant's Rights and Remedies

Any and all of the rights, powers and reservations of Declarant set forth in this Declaration may be assigned by Declarant to the Association or to any Person that is an Owner and that assumes any or all of the duties of Declarant hereunder. The rights, powers and reservations of Declarant herein may be collaterally assigned to the grantee under any mortgage properly executed and delivered by Declarant and recorded in the Public Records of Alachua County, Florida (a "Mortgage"); provided, however that any such collateral assignment shall not be an assignment in accordance with this Section 9.11 unless and until the grantee under a Mortgage becomes the fee simple Owner of the Parcel encumbered by such Mortgage and assumes in writing the duties of the Declarant as provided herein. Upon acceptance of such

assignment by any such person or entity, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder arising from and after the date of such assignment. The term "Declarant," as used herein, includes all such assignees and their respective heirs, successors and assigns. Anything set forth elsewhere in this Declaration to the contrary notwithstanding, the mere conveyance or transfer of ownership of or other interest in land within the Project by Declarant to any person or Owner, whether by deed or other instrument of conveyance, shall in no way convey any right, power or reservation of Declarant hereunder.

9.12 Limited Unilateral Amendment; Supplementary Declarations

This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Parcel subject to this Declaration, provided, however, any such amendment shall not adversely affect the title to any Owner's Unit unless any such Unit Owner shall consent thereto in writing. In addition, Declarant may unilaterally amend this Declaration without the joinder of any party (x) to reflect revised Parcel boundaries and Parcels based on any aggregation, subdivision or replat of any Parcel within the Project by Declarant, (y) to more particularly define the Initial Improvements and the Initial Infrastructure and their location, including without limitation, the Utility Facilities that are a part of the Initial Infrastructure, as well as sign easement areas on Declarant-owned Parcels pursuant to Section 2.10, and (z) to subject additional property to this Declaration as provided in Section 9.13 hereof.

9.13 Additional Property

Declarant may add any property contiguous to the Project, or otherwise intended to be operated as part of this project, to this Declaration (whether or not such property is separated by any street, roadway, right-of-way, easement or rail line) by the recordation of a Supplementary Declaration in the land records of Alachua County, Florida, and such property shall thereafter be deemed included within the definition of the term "Project" as used herein.

9.14 Termination and Modification

This Declaration may be terminated, modified or amended upon the affirmative written agreement of each of the Owners (and their mortgagees) owning not less than sixty-six and two-thirds percent (66⅔%) of the acreage within the Project; provided, however, that written notice of any such termination, modification or amendment shall be given to each Owner not less than fifteen (15) days prior to the proposed execution thereof, and provided further that no such termination, modification or amendment shall be effective without the written approval of (i) Declarant, its successors or assigns and mortgagees (as the case may be) in its sole discretion, and (ii) any Owner whose consent is required pursuant to Section 9.12 above, (iii) any other

Owner whose rights would be impaired or diminished by such termination, modification or amendment, and (iv) all CPH Parties, if applicable, as further provided below. Any termination, modification or amendment hereof shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by all Owners and other parties required herein to execute, approve or consent to such termination, amendment or modification, in the recording office where this Declaration is filed. Any other provision of this Section 9.14 or this Declaration to the contrary notwithstanding, so long as Celebration Pointe Holdings, LLC ("CPH"), or any affiliate of CPH is an Owner or a ground lessee of any Parcel or portion thereof (collectively, the "CPH Parties"), (x) no termination, modification or amendment of this Declaration shall be effective without the written consent and joinder of all of the CPH Parties, and (y) the provisions of this Declaration may be amended, changed, deleted or added to at any time and from time to time by written consent of all of the CPH Parties; provided that no such amendment, change, deletion or addition described in the foregoing clause (y) shall materially and adversely increase the obligations or diminish the rights of any other Owner. As used herein, the term "affiliate" shall mean any entity or person which or whom is controlled by, controls, or is under common control with CPH. Any other provision of this Section 9.14 or this Declaration to the contrary notwithstanding, to the extent that any Owner conveys and/or dedicates any portion of the Project for right of way purposes to any Governmental Authority, the terms, conditions and provisions of this Declaration shall automatically cease to be applicable to or affect such areas so conveyed and/or dedicated. Any other provision of this Section 9.14 or this Declaration to the contrary notwithstanding, any amendment to this Declaration which alters any provision relating to the Surface Water Management System, beyond maintenance in its original condition, including, without limitation, the water management portions of the Common Area, must have the prior written consent of the District.

9.15 Security

Declarant or the Association may, but shall not be obligated to, maintain or support certain activities with the Project designed to make the Project safer than it otherwise might be. **HOWEVER, NEITHER DECLARANT NOR THE ASSOCIATION, NOR THEIR RESPECTIVE PARTNERS AND AFFILIATES, ANY SUCCESSOR DECLARANT OR SUCCESSOR ASSOCIATION, NOR THE OFFICERS, DIRECTORS, COMMITTEES, MEMBER, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS OF ANY OF THE FOREGOING, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMUNITY, NOR SHALL ANY OF THE FOREGOING BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OR ALLEGED INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. BY ITS ACQUISITION OF A PARCEL OR PARCELS, EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS AND OCCUPANTS THAT THE**

DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE PARTNERS AND AFFILIATES, ANY SUCCESSOR DECLARANT OR SUCCESSOR ASSOCIATION, AND THE OFFICERS, DIRECTORS, COMMITTEES, MEMBER, SHAREHOLDERS, EMPLOYEES, AGENTS AND SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING, ARE NOT INSURERS AND THAT EACH PERSON USING THE PROJECT ASSUMES ALL RISKS FOR LOSS, DAMAGE OR INJURY TO PERSONS, TO PROPERTY, TO IMPROVEMENTS AND TO THE CONTENTS THEREOF RESULTING FROM THE ACTS OR OMISSIONS OF THIRD PARTIES.

9.16 Limitation on Liability

Notwithstanding any other provision set forth in this Declaration to the contrary, any liability of an Owner under this Declaration shall be limited solely to its interest in its Parcel (or the applicable portion thereof) and in any action or proceeding related to the acts, duties or obligations of any Owner hereunder, any judgment or decree against such Owner shall not be subject to execution or not be a lien on any assets of such Owner other than its interest in its Parcel (or the applicable portion thereof). Upon the assumption of the duties and obligations of an Owner by any assignee of such Owner hereunder, the preceding sentence shall be of no further force and effect and the assigning Owner will have no further liability hereunder whatsoever. Neither Declarant, the Association nor any Owner shall be liable for a breach of this Declaration by an Owner based upon the prior collective ownership of such Parcels. By way of example only, and not by way of limitation, the Owner of Parcel A shall not be liable for any breach of this Declaration by any Owner of any other portion of the Project.

9.17 Term of this Declaration

This Declaration shall be effective as of the date first above written and shall continue in full force and effect for a period of thirty (30) years from and after the date that this Declaration is recorded in the Public Records of Alachua County, Florida, after which time this Declaration and the provisions hereof shall be automatically extended, if permitted by Florida law, for successive periods of ten (10) years (or the maximum period of time permitted by Florida law, if less) unless a written instrument is filed in the Public Records of Alachua County, Florida, which notice certifies that two-thirds ($\frac{2}{3}$) of the Owners have voted that this Declaration shall not be automatically extended but shall lapse and expire upon the end of the then-current initial term or applicable extension period. Notwithstanding the foregoing: (a) except for provisions set forth in this Declaration, the term of which may be limited under Florida law, all other terms, conditions and provisions of this Declaration including, without limitation, the easements granted in Article II hereof, shall be perpetual and shall continue beyond the term of this Declaration and remain in full force and effect, and (b) notwithstanding the generality of the foregoing, such other matters identified herein as being perpetual, running with the land, or surviving the termination of this Declaration shall continue in full force and effect as provided herein.

9.18 Mortgagee Protections

9.18.1 Each Non-Defaulting Owner shall notify each mortgagee of any Parcel owned by the applicable Defaulting Owner (solely to the extent that such Non-Defaulting Owner

shall have been notified of the existence of the applicable mortgage and provided with a notice address for the applicable mortgagee) of each default in performance of this Declaration by such Defaulting Owner and shall afford each such mortgagee opportunity to cure such default as if such mortgagee were the Defaulting Owner. Notwithstanding the foregoing, no mortgagee shall be required to cure any such default.

9.18.2 The lien of any Assessments or charges provided for in this Declaration shall be subordinate to the lien of any mortgage on such Parcel which was made in good faith and for value and which was recorded prior to the recordation of the notice of such lien.

9.18.3 Notwithstanding any other provision set forth in this Declaration to the contrary, nothing herein shall be deemed in any way to create between any person or entity named in the Declaration and any mortgagee, lender, servicer or administrative agent (collectively, "Lender Parties") pursuant to any loan or financing secured by any Parcel, any relationship of partnership or joint venture, or to impose upon the Lender Parties any liability, duty or obligation whatsoever, or to constitute a waiver by any of the Lender Parties of any of its rights under any loan documents executed by any Owner of a Parcel.

9.19 Business Days; Extension of Certain Periods for Performance.

As used in this Declaration, the term "Business Day" shall mean any day which is not a Saturday, Sunday or legal holiday under the laws of the United States of America or the State of Florida. If the final date of any period set forth in this Declaration for the performance of any obligation or the giving of any notice or response shall fall on any day which is not a Business Day, then, in such event, the final date shall automatically be extended through and including the next succeeding Business Day.

9.20 Enforcement Rights of the District.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, repair and replacement of the Surface Water Management System.

ARTICLE X - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

10.1. Administration by Association. This Declaration shall be administered and enforced by the Association, which shall also perform those duties assigned to it as provided herein and in its Articles of Incorporation and Bylaws (the "Governing Documents") and all duties and functions reasonably related thereto, but none other.

10.2 Membership; Voting; Transfer.

(a) The membership qualifications, voting rights and related matters shall be as provided in Association's Governing Documents as well as the same may be stated herein.

(b) Every Owner shall be a member of the Association (a "Member") for so long as it is an Owner, and thereafter, each Person that becomes an Owner shall thereupon be a Member. The terms and provisions set forth in the Governing Documents shall bind all present and future Owners. Membership of an Owner in the Association shall be appurtenant to, and not be separated from, the interest of such Owner in any Parcel. The sole qualification for membership in the Association shall be a Person's status as an Owner.

(c) Each Member shall have that portion of one hundred (100) votes in the Association equal to a fraction whose numerator is the net acreage of such Owner's Parcel and whose denominator is the total net acreage of the Project. If a Parcel is owned by more than one Person in some form of fractional or undivided ownership, or if a Parcel is subdivided and the respective parcels or lots in such subdivided Parcel are owned by more than one Person, or if a parcel or lot in such subdivided Parcel is itself owned by more than one Person in some form of fractional or undivided ownership, then all such Persons shall exercise the votes allocated to the Parcel in unison pursuant to such procedures as they may establish (which, in the case of a subdivided Parcel, shall include the establishment of an association of the respective owners of the parcels or lots in such subdivision). Any votes not exercised in unison for any Parcel, or any conflicting votes cast with respect to any one Parcel listed above, shall be void and shall not be counted. Notwithstanding the allocation of voting rights made previously in this Section 10.1(c), so long as Declarant or any affiliate of Declarant owns all or a portion of a Parcel, and provided that Declarant's mortgagee shall not have acquired fee title to any such Parcel by foreclosure or other remedy following Declarant's default under its mortgage, then Declarant (or its affiliate) shall be deemed to be a Member entitled to vote with respect to such matters and to have such additional votes as shall constitute a majority of all votes.

(d) Unless otherwise specifically provided in the Governing Documents, any provision of this Declaration that requires the affirmative vote or written consent of a majority of the voting interests of the Members shall be deemed satisfied by the following:

(i) The affirmative vote of the specified percentage, or any percentage in excess of fifty percent (50%) where no percentage is specified, of all votes entitled to be cast, obtained at a meeting duly called and noticed pursuant to the provisions of the Governing Documents of the Association dealing with annual or special meetings of the Members, a quorum being present and consisting of Owners holding at least fifty percent (50%) all votes of the Owners; and/or

(ii) the written consents signed by the specified percentage of Members, if and as provided in the Governing Documents of the Association.

(e) An Owner's membership in the Association shall not be transferred, pledged or alienated apart from such Owner's interest in its Parcel. Such membership shall automatically be conveyed to the transferee of a Parcel or any portion thereof and, upon such transfer, the transferor shall no longer be a Member. Any attempt to make a

prohibited transfer shall be void and shall not be reflected upon the books and records of the Association. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner. The Association shall have the right to charge a transferee Owner a fee not to exceed Five Hundred and No/100 Dollars (\$500.00) to cover the Association's costs of documentation and clerical services incurred with respect to the transfer of a membership interest in the Association, and, notwithstanding any other provision of this Declaration, an Owner's right to vote shall not vest until such transfer fee has been paid. Notwithstanding the foregoing provisions of this Section 10.1(e), an Owner shall have the right to assign, without the imposition of any such fee, its voting rights to (i) one or more Occupants of its Parcel provided that such Owner notifies the Association of all terms and conditions of such assignment, and provided further that such assignee or assignees shall exercise such Owner's votes in unison, and (ii) its mortgagee, during the continuing existence of the lien of such mortgagee's mortgage on the assigning Owner's Parcel, as security for the obligations of the assigning Owner under such mortgage, exercisable by the mortgagee in the event of a default by the assigning Owner under such mortgage.

10.3 Specific Powers of the Association. Without limiting the terms and provisions of this Declaration or the Governing Documents, the Association shall have the power, but not the obligation, to:

- (a) employ a property manager and contract with independent contractors or managing agents (including, without limitation, Declarant) who have professional experience in the management of developments similar to the Project, to perform all or any part of the duties and responsibilities of the Association;
- (b) resolve all disputes concerning membership in the Association;
- (c) enforce the provisions of this Declaration;
- (d) obtain such insurance as the board of directors of the Association deems reasonably necessary including, without limitation, a policy insuring the officers and directors of the Association against any liability for their errors and/or omissions arising from performance of their duties for the Association;
- (e) borrow such funds as may be required in connection with the discharge by the Association of its powers and duties hereunder on such terms as the board of directors of the Association may deem appropriate; and
- (f) adopt, amend and repeal the rules and regulations of the Association.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed under seal effective as of the day and year first above written.

Witnesses:

Jennifer L. Tener
Print Name: Jennifer L. Tener

Troy K. Ely
Print Name: Troy K. Ely

DECLARANT:

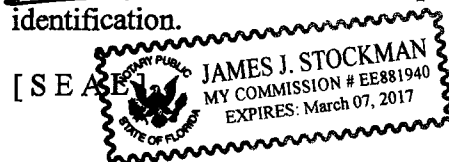
CELEBRATION POINTE HOLDINGS, LLC,
a Florida limited liability company

By: **SHD-CELEBRATION POINTE, LLC,**
a Florida limited liability company,
Manager

By: [Signature]
Name: Svein Dyrkolbotn
Title: Manager

STATE OF FLORIDA §
 §
COUNTY OF ALACHUA §

This instrument was ACKNOWLEDGED before me on November 17, 2015, by **SVEIN DYRKOLBOTN**, as Manager of **SHD-CELEBRATION POINTE, LLC**, a Florida limited liability company, the Manager of **CELEBRATION POINTE HOLDINGS, LLC**, a Florida limited liability company, on behalf of said Florida limited liability company, who is personally known to me or produced a _____ driver's license as identification.



My Commission Expires:

[Signature]
Notary Public, State of _____

(Printed Name of Notary Public)

JOINDER OF ASSOCIATION

CELEBRATION POINTE ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in the foregoing Agreement (including, without limitation, the easements granted therein) and agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the foregoing Agreement and all Exhibits attached thereto.

IN WITNESS WHEREOF, Celebration Pointe Association, Inc., has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 17 day of November, 2015.

Signed sealed and delivered in the presence of the following witnesses:

CELEBRATION POINTE ASSOCIATION, INC., a Florida not-for-profit corporation

Jennifer L. Tener
Print Name: Jennifer L. Tener

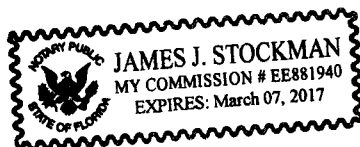
Troy K. Ey
Print Name: Troy K. Ey

By: [Signature]
Name: Sue H. Dyckolbath
Title: Manager Director

STATE OF FLORIDA §
COUNTY OF ALACHUA §

I HEREBY CERTIFY that on this day, before me, the undersigned notary public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sue H. Dyckolbath, the Director of Celebration Pointe Association, Inc., a Florida not-for-profit corporation, to me personally known to be the person described in and who executed the foregoing instrument or has produced as identification and who did take an oath, and acknowledged the execution thereof to be his/her free act and deed as such officer for the uses and purposes therein expressed, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Gainesville, Florida, this 17th day of November, 2015.



[Signature]
Notary Public
Print Name: _____


My Commission Expires: _____


(Notarial Seal)

**CONSENT, JOINDER AND SUBORDINATION
OF LENDER**

The undersigned, **BANK OF THE OZARKS** ("Lender"), is the owner and holder of that certain Mortgage, Security Agreement and Fixture Financing Statement from Celebration Pointe Holdings, LLC, a Florida limited liability company, to Bank of the Ozarks, dated as of May 26, 2015, recorded May 27, 2015, in Official Records Book 4352, Page 2198, of the Public Records of Alachua, Florida (the "Mortgage"). Lender, as the owner and holder of the Mortgage, hereby joins in, consents to, and, except with respect to the terms and/or matters stated within that certain Temporary Modification and Partial Subordination of Declaration Agreement of even date herewith (the "Modification") by and between Lender and Declarant, subordinates the Mortgage to, the foregoing Master Declaration of Easements, Covenants and Restrictions (the "Master Declaration") to which this Consent, Joinder and Subordination is attached, and Lender agrees that all of its right, title and interest in and to the real property comprising the Mortgaged Property existing by virtue of, and as defined in, the Mortgage, shall, except with respect to the terms and/or matters stated within the Modification, be bound by, subject to and subordinate to the easements and other terms and provisions of the foregoing Master Declaration, and the Master Declaration shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Mortgage; provided, however, that nothing herein shall modify, alter, or amend the Mortgage as between Lender and the borrower thereunder; and provided further, notwithstanding anything to the contrary in this Consent, Joinder and Subordination, nothing herein shall diminish any rights of Lender with respect to the Loan as stated in the Modification.


Witnesses:


Print Name: matilde borchers


Print Name: Ray McKim IV

LENDER:

BANK OF THE OZARKS,
an Arkansas banking association

By: 
Name: Brannon Hamblen
Title: Director of Asset Management – Real
Estate Specialties Group

STATE OF Texas §
COUNTY OF Dallas §
§

This instrument was ACKNOWLEDGED before me on November 16, 2015, by BRANNON HAMBLIN, as Director of Asset Management – Real Estate Specialties Group of **BANK OF THE OZARKS**, an Arkansas banking association, on behalf of said banking association, who is personally known to me or produced a _____ driver's license as identification.

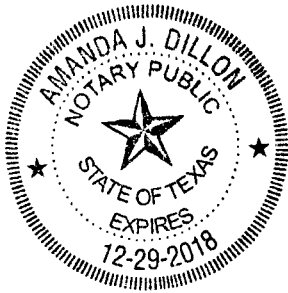
[SEAL]

Amanda J. Dillon
Notary Public, State of Texas

My Commission Expires:

12-29-2018

Amanda J. Dillon
(Printed Name of Notary Public)



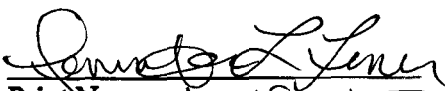
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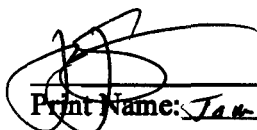
CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT NO. 1, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as amended, as codified in Chapter 190, Florida Statutes, hereby joins in the foregoing Agreement (including, without limitation, the easements granted therein).


IN WITNESS WHEREOF, Celebration Pointe Community Development District No. 1, has caused these presents to be signed in its name by its proper officer and its seal to be affixed this 17 day of November, 2015.

Signed sealed and delivered in the presence of the following witnesses:

CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT NO. 1


Print Name: Jennifer L. Tener

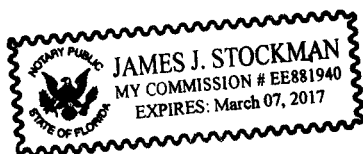

Print Name: James S. Stockman

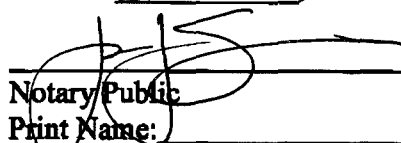
By: 
Jonathan Paul, Chairman

STATE OF FLORIDA §
 §
COUNTY OF Alachua §

I HEREBY CERTIFY that on this day, before me, the undersigned notary public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jonathan Paul, the Chairman of **Celebration Pointe Community Development District No. 1**, to me personally known to be the person described in and who executed the foregoing instrument or has produced _____ as identification and who did take an oath, and acknowledged the execution thereof to be his/her free act and deed as such officer for the uses and purposes therein expressed, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Gainesville, Florida, this 17 day of November, 2015.




Notary Public
Print Name: _____

My Commission Expires: _____

(Notarial Seal)

LIST OF EXHIBITS

- Exhibit A** - Legal Description of the Total Property
- Exhibit A-1** - Legal Description of the Retail Outparcels
- Exhibit A-2** - Legal Description of the Residential Parcels
- Exhibit A-3** - Legal Description of the Hotel Parcel
- Exhibit A-4** - Legal Description of the Office Park Parcels
- Exhibit A-5** - Legal Description of the Senior Housing Parcels
- Exhibit B** - Site Plan - Depiction of the Parcels
- Exhibit C** - Major Roadway Access Easement and Public Roads
- Exhibit D** - [Intentionally deleted.]
- Exhibit E** - Use Restrictions
- Exhibit F** - Certain Assessments
- Exhibit G** - Approved Plans and Conditions
- Exhibit H** - Office Parcel 1 Limited Common Area

EXHIBIT A**LEGAL DESCRIPTION OF THE TOTAL PROPERTY****PARCEL 1**

A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 207, PAGE 360 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING IN SECTIONS 10 AND 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING TWENTY-THREE (23) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 33°05'34" WEST, A DISTANCE OF 260.40 FEET TO A 1/2" REBAR & CAP (PLS 5281); (2) NORTH 49°28'50" WEST, A DISTANCE OF 14.33 FEET TO A 1/2" REBAR & CAP (ILLEGIBLE); (3) NORTH 37°48'05" WEST, A DISTANCE OF 70.14 FEET TO A 5/8" REBAR (NO ID); (4) NORTH 17°34'50" WEST, A DISTANCE OF 41.57 FEET TO A 5/8" REBAR & CAP (ILLEGIBLE); (5) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET TO A 5/8" REBAR & CAP (PLS 5281); (6) NORTH 05°22'55" WEST, A DISTANCE OF 55.98 FEET TO A 5/8" REBAR (NO ID); (7) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET TO A 1/2" REBAR (NO ID); (8) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET TO A 5/8" REBAR (NO ID); (9) NORTH 04°14'10" WEST, A DISTANCE OF 244.57 FEET TO A 5/8" REBAR & CAP (ILLEGIBLE) AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4023, PAGE 96 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; (10) NORTH 02°09'08" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 483.56 FEET TO A 5/8" REBAR & CAP (PSM 6602), (11) NORTH 01°18'44" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 200.01 FEET TO A 5/8" REBAR & CAP (PSM 6602); (12) NORTH 05°34'30" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 76.79 FEET TO A 5/8" REBAR & CAP (PSM 6602); (13) SOUTH 89°14'02" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 42.17 FEET TO A 5/8" REBAR & CAP (LB 2389); (14) NORTH 00°53'49" WEST, ALONG THE EAST LINE OF SAID LANDS AND ALONG THE WEST LINE OF THE WEST 9.25 CHAINS OF THE EAST 19.25 CHAINS OF SAID SECTION 15, A DISTANCE OF 365.29 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF SAID LANDS; (15) THENCE CONTINUE NORTH 00°53'49" WEST, ALONG SAID WEST LINE, A DISTANCE OF 357.41 FEET TO A 1/2" REBAR & CAP (LB 021) AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4015, PAGE 2353 OF THE AFOREMENTIONED PUBLIC RECORDS; (16) NORTH 00°53'53" WEST, ALONG SAID WEST LINE AND ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 118.87 FEET TO A 1/2" REBAR & CAP (LB 021); (17) NORTH 89°19'56" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 1.66

FEET TO A 1/2" REBAR & CAP (LB 021); (18) NORTH 00°41'39" WEST, ALONG THE EAST LINE OF SAID LANDS AND ALONG THE EAST LINE OF THE WEST 3/4 CHAINS OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 15, A DISTANCE OF 170.92 FEET TO A 1/2" REBAR & CAP (LB 021) AT THE NORTHEAST CORNER OF SAID LANDS; (19) NORTH 00°41'07" WEST, ALONG SAID EAST LINE OF THE WEST 3/4 CHAINS, A DISTANCE OF 253.92 FEET TO A 5/8" REBAR & CAP (PSM 6602); (20) NORTH 16°27'54" WEST, A DISTANCE OF 32.35 FEET TO A 5/8" REBAR & CAP (PSM 6602); (21) NORTH 11°29'51" WEST, A DISTANCE OF 333.70 FEET TO A 5/8" REBAR & CAP (PSM 6602); (22) NORTH 05°59'23" WEST, A DISTANCE OF 46.57 FEET TO A 5/8" REBAR & CAP (PSM 6602); (23) NORTH 02°17'04" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 283.65 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4182, PAGE 1595 OF SAID PUBLIC RECORDS AND THE NORTHEAST CORNER OF SAID MAINTAINED RIGHT OF WAY; THENCE RUN SOUTH 87°01'45" EAST, ALONG SAID SOUTH LINE AND THE EASTERLY PROJECTION THEREOF, AND ALONG THE NORTH LINE OF SAID MAINTAINED RIGHT OF WAY, A DISTANCE OF 26.78 FEET TO A 5/8" REBAR & CAP (PSM 6602); THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID S.W. 45th STREET: (1) SOUTH 02°58'18" WEST, A DISTANCE OF 204.85 FEET A 5/8" REBAR & CAP (PSM 6602); (2) SOUTH 03°32'33" EAST, A DISTANCE OF 181.54 FEET A 5/8" REBAR & CAP (PSM 6602); (3) SOUTH 18°41'09" EAST, A DISTANCE OF 64.52 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3307, PAGE 700 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN NORTH 89°20'04" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 399.51 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD No. 93 (INTERSTATE HIGHWAY No. 75) (A 300 FOOT WIDE LIMITED ACCESS RIGHT OF WAY); THENCE RUN NORTH 32°40'19" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 567.74 FEET A 5/8" REBAR & CAP (FDOT); THENCE RUN NORTH 32°39'55" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2680.85 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE NORTH LINE OF LOT 7 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AS PER MAP RECORDED IN PLAT BOOK "A", PAGE 10 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°17'18" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2680.57 FEET TO A 1" IRON PIPE (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 00°32'40" EAST, ALONG THE WEST LINE OF SAID LOT 7 AND ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 761.46 FEET TO A 5"x5" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID LOT 7 AND SAID SECTION 10 (NORTHWEST CORNER OF AFOREMENTIONED SECTION 15); THENCE RUN NORTH 89°16'11" EAST, ALONG THE SOUTH LINE OF SAID LOT 7, THE SOUTH LINE OF SAID SECTION 10, AND THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 2198.22 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1031, PAGE 755 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN SOUTH 00°21'55" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 494.26 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE

BOUNDARY OF THE LANDS DESCRIBED IN DEED BOOK 207, PAGE 360 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°18'21" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 113.36 FEET TO A 1/2" REBAR & CAP (LB 021); THENCE RUN SOUTH 09°17'01" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 731.07 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE INTERSECTION WITH THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1131, PAGE 124 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°21'55" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 610.74 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE LINE; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID FENCE LINE: (1) SOUTH 77°51'27" WEST, A DISTANCE OF 17.67 FEET TO A 5/8" REBAR & CAP (PSM 6602); (2) NORTH 89°20'53" WEST, A DISTANCE OF 18.48 FEET TO A 5/8" REBAR & CAP (PSM 6602); (3) SOUTH 76°07'00" WEST, A DISTANCE OF 24.19 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 935, PAGE 279 OF AFOREMENTIONED PUBLIC RECORDS; (4) SOUTH 00°21'06" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 580.62 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE BOUNDARY OF THE AFOREMENTIONED LANDS DESCRIBED IN DEED BOOK 207, PAGE 360; THENCE RUN NORTH 89°16'11" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 33.37 FEET TO A 1/2" REBAR & CAP (LB 021); THENCE RUN SOUTH 00°43'49" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 330.00 FEET TO A 5/8" REBAR & CAP (PSM 6602); THENCE RUN SOUTH 21°16'05" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 112.29 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE LINE AND THE EAST LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 935, PAGE 279; THENCE RUN SOUTH 00°25'02" WEST, ALONG SAID FENCE LINE AND ALONG SAID EAST LINE, A DISTANCE OF 940.90 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE CORNER AND THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 88°25'19" EAST, ALONG AN OLD FENCE LINE AND ALONG A BOUNDARY LINE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 788, PAGE 988 OF SAID PUBLIC RECORDS, A DISTANCE OF 1346.43 FEET TO A 1" IRON PIPE (NO IDENTIFICATION); THENCE RUN SOUTH 01°41'11" EAST, ALONG AN OLD FENCE LINE, A DISTANCE OF 521.74 FEET TO A 5/8" REBAR (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 788, PAGE 990 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE MONUMENTED NORTH LINE OF SAID LANDS AND ALONG AN OLD FENCE LINE: (1) NORTH 88°53'02" EAST, A DISTANCE OF 44.00 FEET TO A 5/8" REBAR & CAP (LS 3524); (2) NORTH 87°38'23" EAST, A DISTANCE OF 48.53 FEET TO A 5/8" REBAR & CAP (LS 3524); (3) NORTH 85°54'44" EAST, A DISTANCE OF 302.44 FEET TO A 5/8" REBAR & CAP (LS 3524); (4) NORTH 89°08'40" EAST, A DISTANCE OF 85.60 FEET TO A POINT LYING 1 FOOT SOUTH OF A 5/8" REBAR & CAP (LS 3524) (OFFSET CORNER); (5) NORTH 86°27'14" EAST, A DISTANCE OF 183.02 FEET TO THE POINT OF BEGINNING. CONTAINING 209.97 ACRES OF LAND.

PARCEL 2

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3986, PAGE 2420 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, OF SAID ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN SOUTH 33°05'34" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 51.55 FEET; THENCE RUN SOUTH 31°36'51" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 19.98 FEET TO A 1/2" REBAR AND CAP (RLS 4116) AT THE NORTHEASTERLY CORNER OF BLOCK 1 OF SAID ORANGE CITY; THENCE RUN SOUTH 57°58'25" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 1, AND THE SOUTHERLY RIGHT OF WAY LINE OF A 20 FOOT WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF ORANGE CITY (NOT OPEN), A DISTANCE OF 40.65 FEET AND THE POINT OF BEGINNING; THENCE RUN SOUTH 31°35'14" EAST, A DISTANCE OF 383.10 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 24 (SW ARCHER ROAD)(RIGHT OF WAY WIDTH VARIES); THENCE RUN SOUTH 57°56'18" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 199.96 FEET; THENCE RUN NORTH 31°31'11" WEST, A DISTANCE OF 192.50 FEET; THENCE RUN NORTH 58°28'49" EAST, A DISTANCE OF 191.73 FEET; THENCE RUN NORTH 31°35'14" WEST, A DISTANCE OF 192.43 FEET TO SAID NORTH LINE OF BLOCK 1 AND SAID SOUTHERLY RIGHT OF WAY LINE OF A 20 FOOT WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF ORANGE CITY (NOT OPEN); THENCE RUN NORTH 57°58'25" EAST, ALONG SAID NORTHERLY LINE AND SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.91 ACRES OF LAND.

PARCEL 3 (NGB Parcel - Sliver)

NGB RIGHT OF WAY (CELEBRATION POINTE HOLDINGS 2 PARCEL)

A PARCEL LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF TAX PARCEL No. 06817-003-000 SAID ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 01°00'13" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 73.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.W. ARCHER ROAD (STATE ROAD No. 24) (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN SOUTH 58°07'11" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 18.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 58°07'11" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET; THENCE RUN

NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.75 FEET, THROUGH A CENTRAL ANGLE OF 05°22'40", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 17°03'44" WEST, 3.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 363.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 245.49 FEET, THROUGH A CENTRAL ANGLE OF 38°44'55", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°22'37" WEST, 240.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 290.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 100.85 FEET, THROUGH A CENTRAL ANGLE OF 19°55'31", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 09°02'05" EAST, 100.34 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°55'40" WEST, A DISTANCE OF 452.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.08 FEET, THROUGH A CENTRAL ANGLE OF 63°15'23", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 30°42'01" EAST, 20.98 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°55'40" WEST, A DISTANCE OF 126.84 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1245 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°54'48" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 15.73 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, A POINT ON THE EAST LINE OF SAID SECTION 15, AND A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 43rd STREET (A 60 FOOT RIGHT OF WAY); THENCE RUN SOUTH 00°57'43" EAST, ALONG SAID EAST SECTION LINE AND ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.52 FEET TO THE NORTHERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1933, PAGE 1662 OF SAID PUBLIC RECORDS AND THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 150.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY LINE OF SAID LANDS, AN ARC DISTANCE OF 56.09 FEET, THROUGH A CENTRAL ANGLE OF 21°25'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 09°52'16" WEST, 55.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID LANDS, AN ARC DISTANCE OF 140.80 FEET, THROUGH A CENTRAL ANGLE OF 38°24'58", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°22'36" WEST, 138.18 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING. CONTAINING 28,613 SQUARE FEET.

PARCEL 4 (NGB Parcel - Remainder)

THAT CERTAIN REAL PROPERTY LYING AND BEING IN ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, THENCE RUN N 22.25 CHS., THENCE RUN W 19.25 CHS.; THENCE RUN S 18.75 CHS.; THENCE RUN N 60° E PARALLEL TO SEABOARD AIRLINE

RAILROAD RIGHT-OF-WAY 7.85 CHS.; THENCE RUN S 30° E 6.45 CHS.; THENCE RUN N 60° E 4.24 CHS.; THENCE RUN S 30° E 4.5 CHS. TO S LINE; THENCE RUN E 3 CHS. TO THE POINT OF BEGINNING. LESS THAT CERTAIN REAL PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 175, PAGE 216 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND LESS:

ALSO THAT CERTAIN REAL PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED IN O.R. BOOK 47, PAGE 562 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LESS THAT CERTAIN REAL PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED IN O.R. BOOK 1232, PAGE 261 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. AND ALSO LESS THE RIGHT-OF-WAY FOR STATE ROAD 24.

AND ALSO LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 241, PAGE 395, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF SECTION FIFTEEN (15), TOWNSHIP TEN (10) SOUTH, RANGE NINETEEN (19) EAST, AND THENCE RUN SOUTH 00° 08' 43" WEST 1,165.56 FEET; THENCE RUN NORTH 89°00'00" WEST 1,200.34 FEET; THENCE RUN SOUTH 01°57'00" EAST 432.30 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 01°57'00" EAST 776.16 FEET; THENCE RUN NORTH 58°10'00" EAST 490.38; THENCE RUN NORTH 12°03'03" WEST 536.11 FEET; THENCE RUN NORTH 89°00'00" WEST 310.76 FEET TO THE POINT OF BEGINNING. THE SAME LYING AND BEING IN THE EAST HALF OF THE SOUTHEAST QUARTER (SE¼) OF SECTION FIFTEEN (15), TOWNSHIP TEN (10) SOUTH, RANGE NINETEEN (19) EAST, ALACHUA COUNTY, FLORIDA.

AND ALSO LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 1933, PAGE 1662, DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN THENCE SOUTH 00°51'46" EAST, ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4, A DISTANCE OF 2413.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°51'46" EAST, ALONG SAID EAST BOUNDARY 206.94 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 24 (ARCHER ROAD); THENCE SOUTH 57°59'54" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 30.83 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°08'58", AN ARC DISTANCE OF 33.23 FEET TO THE END OF SAID CURVE, SAID ARC BEING

SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°55'25" EAST, 30.83 FEET, SAID END OF CURVE BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 210.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°44'19", AN ARC DISTANCE OF 141.98 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 01°13'05" EAST, 139.30 FEET SAID END OF CURVE BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°27'01", AN ARC DISTANCE OF 56.16 FEET TO THE END OF SAID CURVE AND TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 09°51'44" EAST, 55.83 FEET.

AND ALSO LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1245, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND RUN THENCE SOUTH 00° 51' 46" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (1/4), A DISTANCE OF 1171.33 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE POINT OF BEGINNING OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CHANCERY ORDERS BOOK Y, PAGE 22 OF SAID PUBLIC RECORDS; THENCE CONTINUE SOUTH 00° 51' 46" EAST, ALONG SAID EAST LINE, 512.47 FEET; THENCE NORTH 89° 51' 46" WEST, 452.85 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 718, PAGE 131 OF SAID PUBLIC RECORDS; THENCE NORTH 15° 50' 32" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL (O.R. 718, PAGE 131), 81.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL (O.R. 718, PAGE 131); THENCE NORTH 89° 51' 46" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL (O.R. 718, PAGE 131); 400.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL (O.R. 718, PAGE 131); THENCE SOUTH 13° 01' 56" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL (O.R. 718, PAGE 131); 536.11 FEET TO THE EASTERLY MOST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1232, PAGE 261 OF SAID PUBLIC RECORDS; THENCE NORTH 89° 58' 14" WEST, ALONG THE NORTH LINE OF SAID PARCEL (O.R. BOOK 1232, PAGE 261), 404.22 FEET; THENCE NORTH 02° 58' 22" WEST ALONG THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 241, PAGE 395 OF SAID PUBLIC RECORDS, 522.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL (O.R. 241, PAGE 395); THENCE CONTINUE NORTH 02° 58' 22" WEST, 435.10 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CHANCERY ORDERS BOOK Y, PAGE 22 OF SAID PUBLIC RECORDS; THENCE SOUTH 89° 51' 34", EAST ALONG THE NORTH LINE OF SAID PARCEL (CHANCERY ORDERS BOOK Y, PAGE 22), 1200.69 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT

A PARCEL LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF TAX PARCEL No. 06817-003-000 SAID ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 01°00'13" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 73.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.W. ARCHER ROAD (STATE ROAD No. 24) (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN SOUTH 58°07'11" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 18.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 58°07'11" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.75 FEET, THROUGH A CENTRAL ANGLE OF 05°22'40", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 17°03'44" WEST, 3.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 363.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 245.49 FEET, THROUGH A CENTRAL ANGLE OF 38°44'55", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°22'37" WEST, 240.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 290.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 100.85 FEET, THROUGH A CENTRAL ANGLE OF 19°55'31", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 09°02'05" EAST, 100.34 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°55'40" WEST, A DISTANCE OF 452.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.08 FEET, THROUGH A CENTRAL ANGLE OF 63°15'23", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 30°42'01" EAST, 20.98 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°55'40" WEST, A DISTANCE OF 126.84 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1245 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°54'48" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 15.73 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, A POINT ON THE EAST LINE OF SAID SECTION 15, AND A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 43rd STREET (A 60 FOOT RIGHT OF WAY); THENCE RUN SOUTH 00°57'43" EAST, ALONG SAID EAST SECTION LINE AND ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.52 FEET TO THE NORTHERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1933, PAGE 1662 OF SAID PUBLIC RECORDS AND THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 150.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY LINE OF SAID LANDS, AN ARC DISTANCE OF 56.09 FEET, THROUGH A CENTRAL ANGLE OF 21°25'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 09°52'16" WEST, 55.77 FEET

TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID LANDS, AN ARC DISTANCE OF 140.80 FEET, THROUGH A CENTRAL ANGLE OF 38°24'58", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°22'36" WEST, 138.18 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING. CONTAINING 6.41 ACRES.

LOT 13-McNAMARA

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST (1/4) OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 7.75 CHAINS, WEST 10 CHAINS, NORTH 7.75 CHAINS, EAST 10 CHAINS TO THE POINT OF BEGINNING. LESS AND EXCEPT EXISTING RIGHT OF WAY OF I-75.

AND:

THAT PART OF THE SOUTH (1/2) OF THE SOUTHEAST (1/4) OF THE SOUTHEAST (1/4) OF THE NORTHEAST (1/4) OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, THAT IS LOCATED WEST OF INTERSTATE HIGHWAY I-75.

AND:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND THE WEST RIGHT OF WAY LINE OF INTERSTATE 75; THENCE RUN NORTHWESTERLY 180 FEET, MORE OR LESS, ALONG RIGHT OF WAY OF INTERSTATE 75 TO SOUTH PROPERTY LINE OF GRANTEES; THENCE WESTERLY 15 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION PARALLEL TO INTERSTATE 75 TO EAST LINE OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST; THENCE RUN ALONG SAID EASTERLY LINE TO POINT OF BEGINNING.

AND:

COMMENCE ON THE EAST LINE OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AT A POINT 2193.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER THEREOF, RUN THENCE NORTH 32 DEG. 39 MIN. 06 SEC. WEST, 267.44 FEET; RUN THENCE SOUTH 57 DEG. 20 MIN. 54 SEC. WEST, 150 FEET; RUN THENCE SOUTH 28 DEG. 39 MIN. 06 SEC. EAST, 215.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; CONTINUE THENCE SOUTH 28 DEG. 39 MIN. 06 SEC. EAST, 331.68 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3725.72 FEET; RUN THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 00 DEG. 26 MIN. 59 SEC., A DISTANCE OF 29.25 FEET TO THE EAST LINE OF SAID SECTION 15; RUN THENCE SOUTH 00 DEG. 52 MIN. 06 SEC. EAST, 32.92 FEET TO A POINT OF THE ARC

OF A CURVE CONCAVE TO THE WESTERLY HAVING A RADIUS OF 3710.72 FEET; THENCE FROM A TANGENT BEARING NORTH 27 DEG. 45 MIN. 01 SEC. WEST, RUN NORTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 00 DEG. 54 MIN. 05 SEC., A DISTANCE OF 58.37 FEET TO THE END OF SAID CURVE; RUN THENCE NORTH 28 DEG. 39 MIN. 06 SEC. WEST, 373.62 FEET; RUN THENCE NORTH 89 DEG. 31 MIN. 54 SEC. EAST, 14.22 FEET; RUN THENCE SOUTH 32 DEG. 39 MIN. 06 SEC. EAST, 35.31 FEET TO THE POINT OF BEGINNING.

AND:

COMMENCE ON THE EAST LINE OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AT A POINT 2193.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER THEREOF, RUN THENCE NORTH 32 DEG. 39 MIN. 06 SEC. WEST, 267.44 FEET; RUN THENCE SOUTH 57 DEG. 20 MIN. 54 SEC. WEST, 150 FEET; RUN THENCE SOUTH 28 DEG. 39 MIN. 06 SEC. EAST, 215.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; RUN THENCE NORTH 32 DEG. 39 MIN. 06 SEC. WEST, 35.31 FEET; RUN THENCE NORTH 89 DEG. 31 MIN. 54 SEC. EAST, 2.79 FEET; RUN THENCE SOUTH 28 DEG. 39 MIN. 06 SEC. EAST, 33.90 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-1**LEGAL DESCRIPTION OF THE OUTPARCELS****Legal Description:**

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°58'22" WEST, ALONG THE EAST LINE OF SAID SECTION 15, ALONG THE WESTERLY RIGHT OF WAY LINE OF S.W. 43rd STREET AND ALONG THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, A DISTANCE OF 1834.29 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT LIMITED ACCESS RIGHT OF WAY) AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3725.72 FEET; THENCE RUN THE FOLLOWING EIGHT (8) COURSES ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE: (1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.64 FEET, THROUGH A CENTRAL ANGLE OF 00°24'35", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°06'02" WEST, 26.64 FEET TO THE END OF SAID CURVE; (2) NORTH 28°41'17" WEST, A DISTANCE OF 365.62 FEET; (3) NORTH 28°42'45" WEST, A DISTANCE OF 181.03 FEET; (4) NORTH 32°48'08" WEST, A DISTANCE OF 67.55 FEET; (5) NORTH 32°38'42" WEST, A DISTANCE OF 672.74 FEET; (6) NORTH 32°39'04" WEST, A DISTANCE OF 430.86 FEET; (7) NORTH 32°40'19" WEST, A DISTANCE OF 567.74 FEET; (8) NORTH 32°39'55" WEST, A DISTANCE OF 583.99 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 57°20'05" WEST, A DISTANCE OF 46.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 38.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 12.67 FEET, THROUGH A CENTRAL ANGLE OF 19°06'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 66°53'23" WEST, 12.62 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 76°26'41" WEST, A DISTANCE OF 6.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 28.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.36 FEET, THROUGH A CENTRAL ANGLE OF 31°26'27", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 60°43'27" WEST, 15.17 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 45°00'14" WEST, A DISTANCE OF 86.77 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 138.06 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 96.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 14.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 11.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 67°30'00" WEST, 10.72 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE WEST, A DISTANCE OF 17.07 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 27.68 FEET; THENCE RUN DUE WEST, A DISTANCE OF 64.01 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 14.45 TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 162.50 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.06 FEET, THROUGH A CENTRAL ANGLE OF 63°29'19", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 86°58'06" WEST, 170.99 FEET TO THE END OF SAID CURVE; THENCE RUN DUE WEST, A DISTANCE OF 115.65 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 15.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.93 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 3.54 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE WEST, A DISTANCE OF 7.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 24.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.01 FEET, THROUGH A CENTRAL ANGLE OF 32°45'19", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 73°37'21" WEST, 13.82 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 57°14'41" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN NORTH 32°45'19" WEST, A DISTANCE OF 17.25 FEET; THENCE RUN DUE WEST, A DISTANCE OF 124.07 FEET; THENCE RUN SOUTH 45°08'55" WEST, A DISTANCE OF 45.83 FEET; THENCE RUN NORTH 89°51'05" WEST, A

DISTANCE OF 25.46 FEET; THENCE RUN NORTH 44°51'05" WEST, A DISTANCE OF 42.00 FEET; THENCE RUN SOUTH 45°08'55" WEST, A DISTANCE OF 81.51 FEET; THENCE RUN SOUTH 84°47'14" WEST, A DISTANCE OF 28.22 FEET; THENCE RUN NORTH 44°51'05" WEST, A DISTANCE OF 163.44 FEET TO THE SOUTHEASTERLY LINE OF A 100 FOOT WIDE POWER LINE EASEMENT; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTHEASTERLY LINE: (1) NORTH 44°57'38" EAST, A DISTANCE OF 83.34 FEET; (2) NORTH 45°11'50" EAST, A DISTANCE OF 479.62 FEET; (3) NORTH 45°07'21" EAST, A DISTANCE OF 507.13 FEET TO THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 75; THENCE RUN SOUTH 32°39'55" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 864.31 FEET TO THE POINT OF BEGINNING. CONTAINING 11.77 ACRES, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°58'22" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1834.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3725.72 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.64 FEET, THROUGH A CENTRAL ANGLE OF 00°24'35", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°06'02" WEST, 26.64 FEET TO THE END OF SAID CURVE; THENCE NORTH 28°41'17" WEST, A DISTANCE OF 365.62 FEET; THENCE NORTH 28°42'45" WEST, A DISTANCE OF 181.03 FEET; THENCE NORTH 32°48'08" WEST, A DISTANCE OF 67.55 FEET; THENCE NORTH 32°38'42" WEST, A DISTANCE OF 672.74 FEET; THENCE RUN NORTH 32°39'04" WEST, A DISTANCE OF 430.86 FEET; THENCE RUN NORTH 32°40'19" WEST, A DISTANCE OF 265.65 FEET; THENCE RUN DUE WEST, A DISTANCE OF 11.80 FEET; THENCE RUN NORTH 85°47'36" WEST, A DISTANCE OF 148.66 FEET; THENCE RUN NORTH 77°35'33" WEST, A DISTANCE OF 51.64 FEET; THENCE RUN DUE WEST, A DISTANCE OF 5.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE DUE WEST, A DISTANCE OF 234.59 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 23.00 FEET; THENCE RUN DUE WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00°00'02" WEST, A DISTANCE OF 195.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 346.25 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.16 FEET, THROUGH A CENTRAL ANGLE OF 08°37'53", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 04°09'21" WEST, 52.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 379.50 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 142.78 FEET, THROUGH A CENTRAL ANGLE OF 21°33'26", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 02°18'25" WEST, 141.94 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 89°59'59" EAST, A DISTANCE OF 154.87 FEET; THENCE RUN SOUTH 32°39'28" EAST, A DISTANCE OF 169.85 FEET; THENCE RUN SOUTH 00°00'01" WEST, A DISTANCE OF 269.26 FEET TO THE POINT OF BEGINNING. CONTAINING 2.14 ACRES, MORE OR LESS.

ALSO TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°58'22" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1834.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3725.72 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.64 FEET, THROUGH A CENTRAL ANGLE OF 00°24'35", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°06'02" WEST, 26.64 FEET TO THE END OF SAID CURVE; THENCE NORTH 28°41'17" WEST, A DISTANCE OF 365.62 FEET; THENCE NORTH 28°42'45" WEST, A DISTANCE OF 181.03 FEET; THENCE NORTH 32°48'08" WEST, A DISTANCE OF 67.55 FEET; THENCE NORTH 32°38'42" WEST, A DISTANCE OF 672.74 FEET; THENCE RUN NORTH 32°39'04" WEST, A DISTANCE OF 430.86 FEET; THENCE RUN SOUTH 89°20'04" WEST, A DISTANCE OF 351.16 FEET TO THE POINT OF BEGINNING;

Exhibit B

THENCE RUN SOUTH 00°41'38" EAST, A DISTANCE OF 644.87 FEET; THENCE RUN SOUTH 89°18'22" WEST, A DISTANCE OF 16.50 TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 206.00 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.32 FEET, THROUGH A CENTRAL ANGLE OF 23°10'29", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 77°43'07" WEST, 82.76 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 66°07'53" WEST, A DISTANCE OF 72.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 94.00 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.16 FEET, THROUGH A CENTRAL ANGLE OF 23°52'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 78°03'56" WEST, 38.88 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE WEST, A DISTANCE OF 43.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 33.00 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 9.12 FEET, THROUGH A CENTRAL ANGLE OF 15°49'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 82°05'12" WEST, 9.09 FEET TO THE END OF SAID CURVE; THENCE RUN DUE NORTH, A DISTANCE OF 839.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 33.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 9.12 FEET, THROUGH A CENTRAL ANGLE OF 15°49'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 82°05'12" EAST, 9.09 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE EAST, A DISTANCE OF 237.67 FEET; THENCE RUN DUE SOUTH A DISTANCE OF 141.70 FEET TO THE POINT OF BEGINNING. CONTAINING 4.69 ACRES, MORE OR LESS.

ALSO TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°58'22" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1834.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3725.72 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.64 FEET, THROUGH A CENTRAL ANGLE OF 00°24'35", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°06'02" WEST, 26.64 FEET TO THE END OF SAID CURVE; THENCE NORTH 28°41'17" WEST, A DISTANCE OF 343.02 FEET; THENCE RUN NORTH 89°54'13" WEST, A DISTANCE OF 61.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'13" WEST, A DISTANCE OF 184.22 FEET; THENCE RUN NORTH 32°38'42" WEST, A DISTANCE OF 457.59 FEET; THENCE RUN NORTH 00°55'31" WEST, A DISTANCE OF 88.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 340.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 294.72 FEET, THROUGH A CENTRAL ANGLE OF 49°39'53", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 57°28'38" EAST, 285.58 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 32°38'42" EAST, A DISTANCE OF 119.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2475.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 169.87 FEET, THROUGH A CENTRAL ANGLE OF 03°55'57", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 30°40'43" EAST, 169.84 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 28°42'45" EAST, A DISTANCE OF 84.40 FEET TO THE POINT OF BEGINNING. CONTAINING 1.96 ACRES, MORE OR LESS.

ALSO TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 994.60 FEET; THENCE RUN SOUTH 33°05'34" EAST, A DISTANCE OF 51.55 FEET; THENCE RUN SOUTH 31°36'51" EAST, A DISTANCE OF 19.98 FEET; THENCE RUN SOUTH 57°58'25" WEST, A DISTANCE OF 40.65 TO THE POINT OF BEGINNING; THENCE RUN SOUTH 31°35'14" EAST, A DISTANCE OF 383.10 FEET; THENCE RUN SOUTH 57°56'18" WEST, ALONG SAID NORTHERLY

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RIGHT OF WAY LINE, A DISTANCE OF 199.96 FEET; THENCE RUN NORTH 31°31'11" WEST, A DISTANCE OF 192.50 FEET; THENCE RUN NORTH 58°28'49" EAST, A DISTANCE OF 191.73 FEET; THENCE RUN NORTH 31°35'14" WEST, A DISTANCE OF 192.43 FEET; THENCE RUN NORTH 57°58'25" EAST, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.91 ACRES, MORE OR LESS.

EXHIBIT A-2**LEGAL DESCRIPTION OF THE RESIDENTIAL PARCELS****Legal Description:**

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1040.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.83 FEET, THROUGH A CENTRAL ANGLE OF 06°57'42", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 26°12'07" WEST, 66.79 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 22°43'16" WEST, A DISTANCE OF 228.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.68 FEET, THROUGH A CENTRAL ANGLE OF 23°30'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 10°57'58" WEST, 224.10 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°47'20" EAST, A DISTANCE OF 189.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.96 FEET, THROUGH A CENTRAL ANGLE OF 05°33'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°59'28" WEST, 33.95 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 04°46'16" WEST, A DISTANCE OF 340.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.31 FEET, THROUGH A CENTRAL ANGLE OF 12°39'21", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 11°05'57" WEST, 77.15 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 73°13'17" WEST, A DISTANCE OF 4.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 354.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 210.07 FEET, THROUGH A CENTRAL ANGLE OF 34°00'02", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 34°07'01" WEST, 207.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 787.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 59.17 FEET, THROUGH A CENTRAL ANGLE OF 04°18'28", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 48°57'48" EAST, 59.16 FEET TO THE POINT OF BEGINNING AND THE POINT OF CONTINUED CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 787.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 642.97 FEET, THROUGH A CENTRAL ANGLE OF 46°48'35", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 23°24'17" WEST, 625.23 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 623.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 33.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.37 FEET, THROUGH A CENTRAL ANGLE OF 49°15'03", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 65°22'28" WEST, 27.50 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE WEST, A DISTANCE OF 95.20 FEET; THENCE RUN NORTH 78°41'24" WEST, A DISTANCE OF 50.99 FEET; THENCE RUN DUE WEST, A DISTANCE OF 747.06 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 359.07 FEET; THENCE RUN DUE WEST, A DISTANCE OF 33.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1,169.64 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.14 FEET, THROUGH A CENTRAL ANGLE OF 02°21'29", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 10°25'04" WEST, 48.14 FEET TO THE END OF SAID CURVE; THENCE RUN DUE SOUTH, A DISTANCE OF 57.17 FEET; THENCE RUN SOUTH 22°03'05" WEST, A DISTANCE OF 251.26 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 344.79 FEET; THENCE RUN NORTH 88°25'19" EAST, A DISTANCE OF 805.01 FEET; THENCE RUN DUE EAST, A DISTANCE OF 50.96 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 352.09 FEET; THENCE RUN DUE EAST, A

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DISTANCE OF 289.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 34.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.76 FEET, THROUGH A CENTRAL ANGLE OF $40^{\circ}02'31''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $69^{\circ}58'45''$ EAST, 23.28 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH $49^{\circ}57'29''$ EAST, A DISTANCE OF 19.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 34.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.75 FEET, THROUGH A CENTRAL ANGLE OF $46^{\circ}45'39''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $26^{\circ}34'40''$ EAST, 26.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 62.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.70 FEET; THROUGH A CENTRAL ANGLE OF $50^{\circ}33'14''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $28^{\circ}28'27''$ WEST, 52.95 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH $53^{\circ}45'04''$ EAST, A DISTANCE OF 103.33 FEET TO THE TO THE POINT OF BEGINNING. CONTAINING 26.41 ACRES, MORE OR LESS.

EXHIBIT A-3**LEGAL DESCRIPTION OF THE HOTEL PARCEL****Legal Description:**

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING TEN (10) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 33°05'34" WEST, A DISTANCE OF 260.40 FEET; (2) NORTH 49°28'50" WEST, A DISTANCE OF 14.33 FEET; (3) NORTH 37°48'05" WEST, A DISTANCE OF 70.14 FEET; (4) NORTH 17°34'50" WEST, A DISTANCE OF 41.57 FEET; (5) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET; (6) NORTH 05°22'55" WEST, A DISTANCE OF 55.98 FEET; (7) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET; (8) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET; (9) NORTH 04°14'10" WEST, A DISTANCE OF 244.57 FEET; (10) NORTH 02°09'08" WEST, A DISTANCE OF 79.79 FEET; THENCE RUN SOUTH 72°34'23" WEST, A DISTANCE OF 12.45 FEET; THENCE RUN SOUTH 73°13'17" WEST, A DISTANCE OF 4.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 354.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 212.08 FEET, THROUGH A CENTRAL ANGLE OF 34°19'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 34°16'46" WEST, 208.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 773.60 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 694.56 FEET THROUGH A CENTRAL ANGLE OF 51°26'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 25°43'16" WEST, 671.47 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 687.39 FEET; THENCE RUN DUE WEST, A DISTANCE OF 4.00 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 703.50 FEET; THENCE RUN DUE WEST, A DISTANCE OF 657.23 FEET TO THE POINT OF BEGINNING; THENCE RUN DUE WEST, A DISTANCE OF 208.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.18 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 35.36 FEET, THROUGH A CENTRAL ANGLE OF 80°28'24", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°59'59" WEST, 32.53 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 182.10 FEET; THENCE RUN DUE EAST, A DISTANCE OF 14.14 FEET; THENCE RUN NORTH 89°58'13" EAST, A DISTANCE OF 9.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 79.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.00 FEET, THROUGH A CENTRAL ANGLE OF 28°00'12", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 76°06'40" EAST, 38.61 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 42.97 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.77 FEET, THROUGH A CENTRAL ANGLE OF 33°01'23", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 77°57'17" EAST, 24.43 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 90.83 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.25 FEET, THROUGH A CENTRAL ANGLE OF 17°11'34", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 66°33'14" EAST, 27.15 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 24.32 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 11.51 FEET, THROUGH A CENTRAL ANGLE OF 27°06'26", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 69°28'15" EAST, 11.40 FEET TO THE POINT OF CONTINUED CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 86.62 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.75 FEET, THROUGH A CENTRAL ANGLE OF 24°18'35", SAID CURVE HAVING A CHORD BEARING

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AND DISTANCE OF SOUTH 89°53'19" EAST, 36.48 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 58.19 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.84 FEET, THROUGH A CENTRAL ANGLE OF 40°12'37", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 78°39'58" EAST, 40.01 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 48.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.44 FEET, THROUGH A CENTRAL ANGLE OF 28°38'59", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 74°57'23" EAST, 24.18 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 79.46 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.59 FEET, THROUGH A CENTRAL ANGLE OF 24°13'16", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 81°19'27" EAST, 33.34 FEET TO THE END OF SAID CURVE; THENCE RUN DUE SOUTH, A DISTANCE OF 23.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 6.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.11 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'00" EAST, 4.97 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 7.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 2.75 FEET, THROUGH A CENTRAL ANGLE OF 44°59'57", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'02" WEST, 2.68 FEET TO THE END OF SAID CURVE; THENCE RUN DUE SOUTH, A DISTANCE OF 107.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 23.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.92 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 44°59'35" WEST, 33.24 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING. CONTAINING 1.08 ACRES, MORE OR LESS.

EXHIBIT A-4**LEGAL DESCRIPTION OF THE OFFICE PARK PARCELS****Legal Description:**

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1040.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.83 FEET, THROUGH A CENTRAL ANGLE OF 06°57'42", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 26°12'07" WEST, 66.79 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 22°43'16" WEST, A DISTANCE OF 228.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.68 FEET, THROUGH A CENTRAL ANGLE OF 23°30'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 10°57'58" WEST, 224.10 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°47'20" EAST, A DISTANCE OF 189.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.96 FEET, THROUGH A CENTRAL ANGLE OF 05°33'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°59'28" WEST, 33.95 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 04°46'16" WEST, A DISTANCE OF 340.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.31 FEET, THROUGH A CENTRAL ANGLE OF 12°39'21", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 11°05'57" WEST, 77.15 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 73°13'17" WEST, A DISTANCE OF 4.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 354.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 210.07 FEET THROUGH A CENTRAL ANGLE OF 34°00'02", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 34°07'01" WEST, 207.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 787.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.14 FEET THROUGH A CENTRAL ANGLE OF 51°07'03", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 25°33'31" WEST, 679.08 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 680.95 FEET; THENCE RUN DUE WEST, A DISTANCE OF 4.00 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 225.41 FEET; THENCE RUN DUE WEST, A DISTANCE OF 938.64 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 11.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 114.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 108.56 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 43.05 FEET TO THE POINT OF CURVATURE OF

Exhibit B

A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 108.56 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 130.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 35.80 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 32.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.96 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.44 FEET, THROUGH A CENTRAL ANGLE OF 81°33'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 40°46'34" WEST, 16.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 36.85 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.25 FEET, THROUGH A CENTRAL ANGLE OF 70°21'37", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 46°22'20" WEST, 42.46 FEET TO THE POINT OF CONTINUED CURVATURE OF A CURVE CONCAVE TO EAST THE HAVING A RADIUS OF 210.39 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.06 FEET, THROUGH A CENTRAL ANGLE OF 22°20'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°01'05" WEST, 81.54 FEET TO THE POINT OF CONTINUED CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 37.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.35 FEET, THROUGH A CENTRAL ANGLE OF 70°13'14", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 46°16'13" EAST, 42.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 13.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.47 FEET, THROUGH A CENTRAL ANGLE OF 81°23'05", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 40°41'33" EAST, 16.95 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 13.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 25.41 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 135.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 108.56 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 52.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A

Exhibit B

RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 87.77 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 41.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 66.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.70 FEET, THROUGH A CENTRAL ANGLE OF 18°50'20", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 09°25'10" EAST, 21.60 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 67°41'14" WEST, A DISTANCE OF 55.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 100.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.86 FEET, THROUGH A CENTRAL ANGLE OF 22°50'11", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 56°16'07" WEST, 39.59 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°51'04" WEST, A DISTANCE OF 61.59 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 464.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.39 FEET, THROUGH A CENTRAL ANGLE OF 17°38'24", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 08°49'12" WEST, 15.33 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 17°38'24" WEST, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.83 FEET, THROUGH A CENTRAL ANGLE OF 45°41'45", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 40°29'17" WEST, 54.36 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 63°20'09" WEST, A DISTANCE OF 76.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 473.07 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 102.30 FEET, THROUGH A CENTRAL ANGLE OF 12°23'26", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 20°28'08" EAST, 102.10 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 75°43'35" EAST, A DISTANCE OF 28.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 21.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 31.75 FEET, THROUGH A CENTRAL ANGLE OF 86°38'01", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 60°57'25" EAST, 28.81 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 17°38'24" EAST, A DISTANCE OF 152.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.70 FEET, THROUGH A CENTRAL ANGLE OF 17°38'24", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 08°49'12" EAST, 7.67 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE SOUTH, A DISTANCE OF 96.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 55.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.47 FEET, THROUGH A CENTRAL ANGLE OF 59°51'51", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 29°55'55" WEST, 54.89 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°51'51" WEST, A DISTANCE OF 35.62 FEET; THENCE RUN SOUTH 14°36'20" WEST, A DISTANCE OF 10.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.66 FEET, THROUGH A CENTRAL ANGLE OF 52°49'03", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 51°45'57" EAST, 26.69 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 25°21'25" EAST, A DISTANCE OF 25.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 305.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 138.05 FEET, THROUGH A CENTRAL ANGLE OF 25°55'58", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 12°23'26" EAST, 136.87 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°34'33" WEST, A DISTANCE OF 41.41 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 68.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.66 FEET, THROUGH A CENTRAL ANGLE OF 77°39'35", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 38°49'47"

Exhibit B

WEST, 37.62 FEET TO THE END OF SAID CURVE; THENCE RUN DUE SOUTH, A DISTANCE OF 7.37 FEET; THENCE RUN DUE EAST, A DISTANCE OF 125.18 FEET TO THE POINT OF BEGINNING. CONTAINING 3.76 ACRES, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1040.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.83 FEET, THROUGH A CENTRAL ANGLE OF 06°57'42", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 26°12'07" WEST, 66.79 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 22°43'16" WEST, A DISTANCE OF 228.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.68 FEET, THROUGH A CENTRAL ANGLE OF 23°30'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 10°57'58" WEST, 224.10 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°47'20" EAST, A DISTANCE OF 189.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.96 FEET, THROUGH A CENTRAL ANGLE OF 05°33'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°59'28" WEST, 33.95 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 04°46'16" WEST, A DISTANCE OF 340.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.31 FEET, THROUGH A CENTRAL ANGLE OF 12°39'21", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 11°05'57" WEST, 77.15 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 73°13'17" WEST, A DISTANCE OF 4.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 354.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 210.07 FEET THROUGH A CENTRAL ANGLE OF 34°00'02", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 34°07'01" WEST, 207.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 787.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.14 FEET THROUGH A CENTRAL ANGLE OF 51°07'03", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 25°33'31" WEST, 679.08 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 680.95 FEET; THENCE RUN DUE WEST, A DISTANCE OF 4.00 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 225.41 FEET; THENCE RUN DUE WEST, A DISTANCE OF 633.73 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 768.52 FEET TO THE POINT OF BEGINNING; THENCE RUN DUE WEST, A DISTANCE OF 260.50 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 81.07 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 23.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.13 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" EAST, 32.53 FEET TO THE END OF SAID CURVE; THENCE RUN DUE NORTH, A DISTANCE OF 0.50 FEET; THENCE RUN DUE EAST, A DISTANCE OF 214.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 23.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.91 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 33.23 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE SOUTH, A DISTANCE OF 81.07 FEET TO THE POINT OF BEGINNING. CONTAINING 0.62 ACRES, MORE OR LESS.

Exhibit B

EXHIBIT A-5**LEGAL DESCRIPTION OF THE SENIOR HOUSING PARCELS****Legal Description:**

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 923.34 FEET ; THENCE RUN NORTH 31°35'14" WEST, A DISTANCE OF 42.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 450.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.34 FEET, THROUGH A CENTRAL ANGLE OF 08°57'23", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 27°11'57" WEST, 70.27 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 22°43'16" WEST, A DISTANCE OF 228.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 450.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 184.65 FEET, THROUGH A CENTRAL ANGLE OF 23°30'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 10°57'58" WEST, 183.35 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°47'20" EAST, A DISTANCE OF 189.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 450.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.67 FEET, THROUGH A CENTRAL ANGLE OF 05°33'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°59'28" WEST, 43.65 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 04°46'16" WEST, A DISTANCE OF 340.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 450.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.33 FEET, THROUGH A CENTRAL ANGLE OF 23°51'05", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 16°41'49" WEST, 185.98 FEET; THENCE RUN SOUTH 02°59'19" EAST, A DISTANCE OF 5.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 456.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.36 FEET, THROUGH A CENTRAL ANGLE OF 22°32'30", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 39°19'53" WEST, 186.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 648.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 326.06 FEET, THROUGH A CENTRAL ANGLE OF 28°49'47", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 36°41'14" WEST, 322.63 FEET TO THE POINT OF BEGINNING AND THE POINT OF CONTINUED CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 648.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 215.90 FEET, THROUGH A CENTRAL ANGLE OF 22°16'21", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 11°08'10" WEST, 250.31 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 168.27 FEET; THENCE RUN DUE EAST, A DISTANCE OF 117.97 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 64.65 FEET; THENCE RUN DUE WEST, A DISTANCE OF 16.82 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 69.33 FEET; THENCE RUN DUE EAST, A DISTANCE OF 133.19 FEET; THENCE RUN SOUTH 00°53'49" EAST, A DISTANCE OF 372.91 FEET; THENCE RUN DUE EAST, A DISTANCE OF 66.44 FEET; THENCE RUN SOUTH 00°00'57" WEST, A DISTANCE OF 174.99 FEET; THENCE RUN DUE WEST, A DISTANCE OF 258.23 FEET TO THE POINT OF BEGINNING. CONTAINING 2.84 ACRES, MORE OR LESS.

Together with and including:

Legal Description:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 923.34 FEET ; THENCE RUN NORTH 31°35'14" WEST, A DISTANCE OF 42.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 450.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.34 FEET, THROUGH A CENTRAL ANGLE OF 08°57'23", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 27°11'57" WEST, 70.27 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 22°43'16" WEST, A DISTANCE OF 228.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 450.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 184.65 FEET, THROUGH A CENTRAL ANGLE OF 23°30'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 10°57'58" WEST, 183.35 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°47'20" EAST, A DISTANCE OF 189.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 450.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.67 FEET, THROUGH A CENTRAL ANGLE OF 05°33'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°59'28" WEST, 43.65 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 04°46'16" WEST, A DISTANCE OF 340.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 450.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.33 FEET, THROUGH A CENTRAL ANGLE OF 23°51'05", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 16°41'49" WEST, 185.98 FEET; THENCE RUN SOUTH 02°59'19" EAST, A DISTANCE OF 5.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 456.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.36 FEET, THROUGH A CENTRAL ANGLE OF 22°32'30", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 39°19'53" WEST, 186.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 648.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 577.95 FEET, THROUGH A CENTRAL ANGLE OF 51°06'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 25°33'04" WEST, 558.99 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 168.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE DUE NORTH, A DISTANCE OF 494.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1.50 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1.65 FEET, THROUGH A CENTRAL ANGLE OF 63°07'28", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 31°33'44" EAST, 1.57 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 38.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.52 FEET, THROUGH A CENTRAL ANGLE OF 12°50'22", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 69°32'39" EAST, 8.50 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE EAST, A DISTANCE OF 22.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 156.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 64.99 FEET, THROUGH A CENTRAL ANGLE OF 23°52'07", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 78°03'56" EAST, 64.52 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 66°07'53" EAST, A DISTANCE OF 30.88 FEET; THENCE RUN DUE EAST, A DISTANCE OF 80.25 FEET; THENCE RUN SOUTH 00°53'53" EAST, A DISTANCE OF 47.46 FEET; THENCE RUN SOUTH 00°53'49" EAST, A DISTANCE OF 349.79 FEET; THENCE RUN DUE WEST, A DISTANCE OF 133.19 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 66.33 FEET; THENCE RUN DUE EAST, A DISTANCE OF 16.82 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 64.65 FEET; THENCE RUN DUE WEST, A DISTANCE OF 117.97 FEET TO THE POINT OF BEGINNING. CONTAINING 2.37 ACRES, MORE OR LESS.

Exhibit B

EXHIBIT B

SITE PLAN - DEPICTION OF THE PARCELS

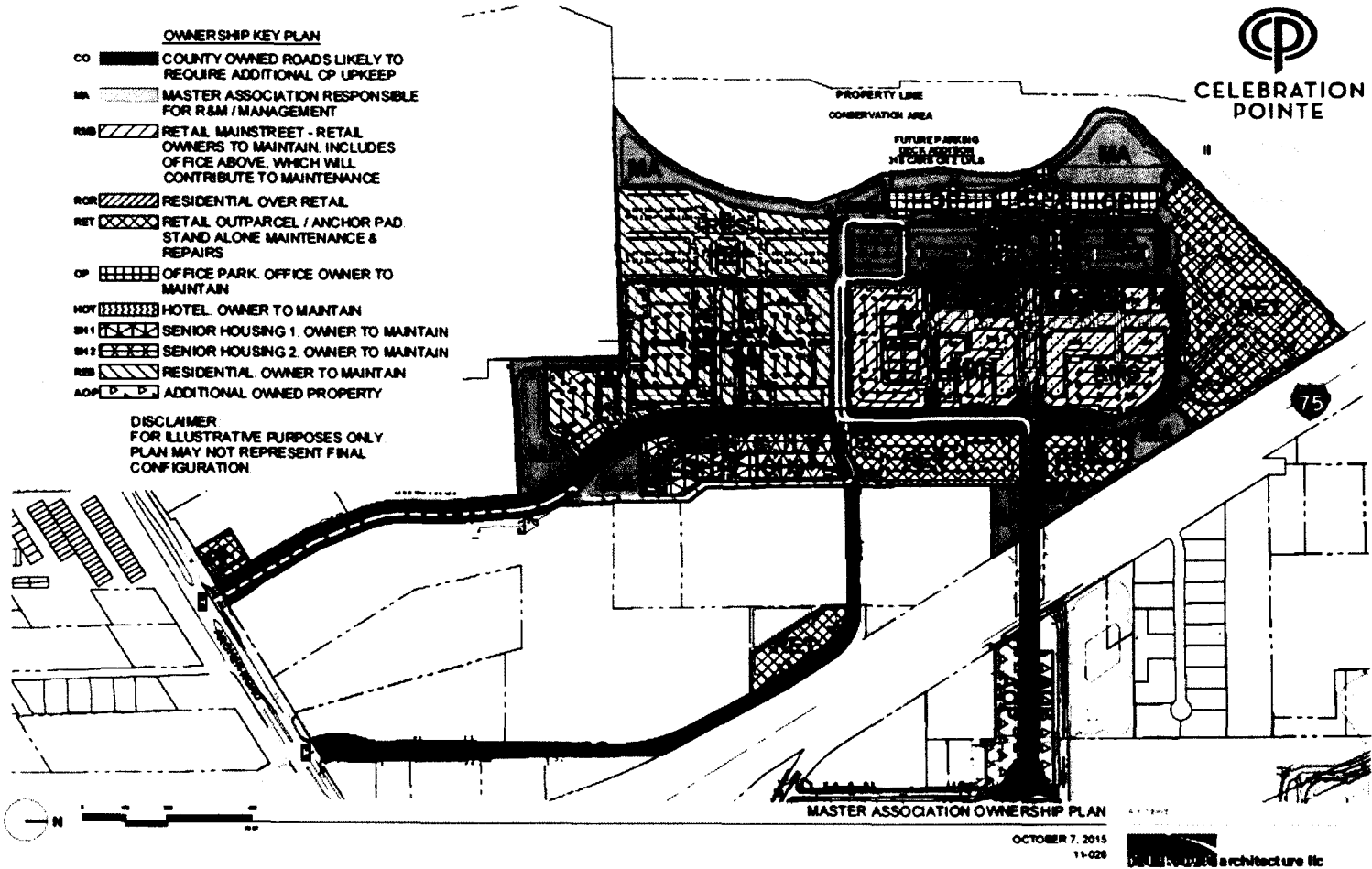


Exhibit B

And as the Major Roadway Access Easement is depicted below:

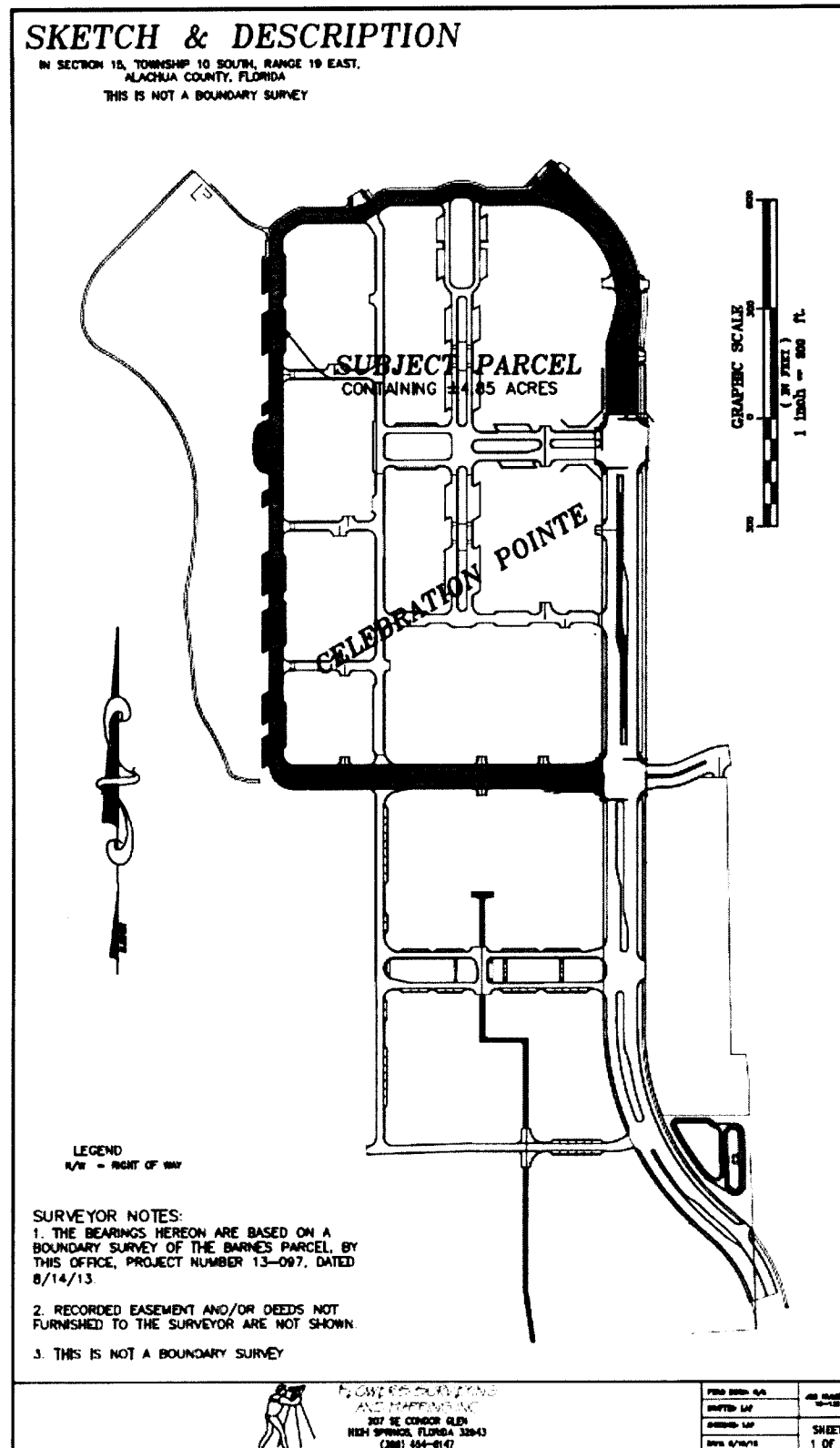


Exhibit C

The Public Roads are legally described as follows:

Legal Description:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1040.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.83 FEET, THROUGH A CENTRAL ANGLE OF 06°57'42", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 26°12'07" WEST, 66.79 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 22°43'16" WEST, A DISTANCE OF 228.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.68 FEET, THROUGH A CENTRAL ANGLE OF 23°30'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 10°57'58" WEST, 224.10 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°47'20" EAST, A DISTANCE OF 189.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.96 FEET, THROUGH A CENTRAL ANGLE OF 05°33'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°59'28" WEST, 33.95 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 04°46'16" WEST, A DISTANCE OF 340.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 04°46'16" WEST, A DISTANCE OF 0.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.31 FEET, THROUGH A CENTRAL ANGLE OF 12°39'21", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 11°05'57" WEST, 77.15 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 73°13'17" WEST, A DISTANCE OF 4.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 354.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 210.07 FEET, THROUGH A CENTRAL ANGLE OF 34°00'02", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 34°07'01" WEST, 207.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 787.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.14 FEET, THROUGH A CENTRAL ANGLE OF 51°07'03", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 25°07'03" EAST, 679.08 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 680.95 FEET; THENCE RUN DUE WEST, A DISTANCE OF 4.00 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 41.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE DUE NORTH, A DISTANCE OF 805.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 23.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.47 FEET, THROUGH A CENTRAL ANGLE OF 65°55'46", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 57°02'07" WEST, 25.03 FEET TO THE END OF SAID CURVE; THENCE RUN DUE NORTH, A DISTANCE OF 99.00 FEET; THENCE RUN DUE EAST, A DISTANCE OF 2.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" EAST, 35.36 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 14.00 FEET; THENCE RUN DUE EAST, ALONG SAID NORTH LINE, A DISTANCE OF 122.00 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 77.00 FEET; THENCE RUN DUE WEST, A DISTANCE OF 4.00 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 921.50 FEET; THENCE RUN DUE WEST, A DISTANCE OF 709.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 648.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 577.95 FEET, THROUGH A CENTRAL ANGLE OF 51°06'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 25°33'04" EAST, 558.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 456.00 FEET; THENCE RUN SOUTHEASTERLY, AN ARC DISTANCE OF 86.02 FEET, THROUGH A CENTRAL ANGLE OF 10°48'31", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45°41'52" EAST, 85.89 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 02°09'08" EAST, A DISTANCE OF 265.52 FEET TO THE POINT OF BEGINNING. CONTAINING 6.64 ACRES, MORE OR LESS.

The Major Roadway Access Easement is legally described as follows:

Legal Description:

INTERIOR ROADS

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING TEN (10) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 33°05'34" WEST, A DISTANCE OF 260.40 FEET; (2) NORTH 49°28'50" WEST, A DISTANCE OF 14.33 FEET; (3) NORTH 37°48'05" WEST, A DISTANCE OF 70.14 FEET; (4) NORTH 17°34'50" WEST, A DISTANCE OF 41.57 FEET; (5) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET; (6) NORTH 05°22'55" WEST, A DISTANCE OF 55.98 FEET; (7) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET; (8) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET; (9) NORTH 04°14'10" WEST, A DISTANCE OF 244.57 FEET; (10) NORTH 02°09'08" WEST, A DISTANCE OF 79.79 FEET; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSES ALONG THE PROPOSED RIGHT OF WAY OF S.W. 45th STREET (RIGHT OF WAY WIDTH VARIES): (1) SOUTH 72°34'23" WEST, A DISTANCE OF 12.45 FEET; (2) SOUTH 73°13'17" WEST, A DISTANCE OF 4.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 354.00 FEET; (3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 212.08 FEET THROUGH A CENTRAL ANGLE OF 34°19'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 34°16'46" WEST, 208.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 773.60 FEET; (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 694.56 FEET THROUGH A CENTRAL ANGLE OF 51°26'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 25°43'16" WEST, 671.47 FEET TO THE POINT OF TANGENCY; (5) DUE NORTH, A DISTANCE OF 687.39 FEET; (6) DUE WEST, A DISTANCE OF 4.00 FEET; (7) DUE NORTH, A DISTANCE OF 845.16 FEET; (8) NORTH 31°07'07" WEST, A DISTANCE OF 11.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 23.00 FEET; (9) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.63 FEET, THROUGH A CENTRAL ANGLE OF 41°25'28", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 69°17'16" WEST, 16.27 FEET TO THE END OF SAID CURVE; (10) DUE NORTH, A DISTANCE OF 100.49 FEET; (11) DUE EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 23.51 FEET; (12) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.53 FEET, THROUGH A CENTRAL ANGLE OF 35°24'16", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 72°17'42" EAST, 14.30 FEET TO THE END OF SAID CURVE; (13) NORTH 33°33'23" EAST, A DISTANCE OF 17.87 FEET; (14) NORTH 00°00'19" EAST, A DISTANCE OF 18.26 FEET; (15) DUE EAST, A DISTANCE OF 5.50 FEET TO THE POINT OF BEGINNING; THENCE RUN DUE NORTH, A DISTANCE OF 179.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 102.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.56 FEET, THROUGH A CENTRAL ANGLE OF 14°55'09", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 07°27'35" EAST, 26.48 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 14°55'09" EAST, A DISTANCE OF 88.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 98.84 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 35.87 FEET, THROUGH A CENTRAL ANGLE OF 20°47'37", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 04°31'21" EAST, 35.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 363.14 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.99 FEET, THROUGH A CENTRAL ANGLE OF 12°37'16", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 12°11'06" WEST, 79.83 FEET TO THE POINT CONTINUED CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 297.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 130.35 FEET, THROUGH A CENTRAL ANGLE OF 25°06'16", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 32°26'52" WEST, 129.31 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 14.22 FEET TO THE

POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 198.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 155.51 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 67°30'00" WEST, 151.54 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE WEST, A DISTANCE OF 118.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 75.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.10 FEET, THROUGH A CENTRAL ANGLE OF 28°20'31" SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 75°49'45" WEST, 36.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO SOUTH THE HAVING A RADIUS OF 91.85 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.41 FEET, THROUGH A CENTRAL ANGLE OF 55°46'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 89°32'45" WEST, 85.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 86.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 41.18 FEET, THROUGH A CENTRAL ANGLE OF 27°26'01", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 76°16'59" WEST, 40.79 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE WEST, A DISTANCE OF 112.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 33.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.84 FEET, THROUGH A CENTRAL ANGLE OF 32°42'15", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 73°38'53" WEST, 18.58 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 57°17'45" WEST, A DISTANCE OF 80.55 FEET; THENCE RUN DUE WEST, A DISTANCE OF 164.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 23.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.15 FEET, THROUGH A CENTRAL ANGLE OF 32°45'06", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 73°37'27" WEST, 12.97 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 57°14'54" WEST, A DISTANCE OF 36.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 34.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.97 FEET, THROUGH A CENTRAL ANGLE OF 57°14'54" SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 28°37'27" WEST, 32.58 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE SOUTH, A DISTANCE OF 30.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 2.36 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'00" EAST, 2.30 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 7.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 7.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.50 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'00" EAST, 5.36 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE SOUTH, A DISTANCE OF 105.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 7.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.50 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'00" WEST, 5.36 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 7.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 2.36 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'00" WEST, 2.30 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE SOUTH, A DISTANCE OF 22.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 2.36 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'00" EAST, 2.30 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 7.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 7.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.50 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'00" EAST, 5.36 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE SOUTH, A DISTANCE OF 105.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 7.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.50 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'00" WEST, 5.36 FEET TO THE POINT OF

Exhibit C

[illegible]

Exhibit C

CENTRAL ANGLE OF 90°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 48.08 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE EAST, A DISTANCE OF 807.79 FEET; THENCE RUN NORTH 75°57'29" EAST, A DISTANCE OF 44.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 28.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.17 FEET, THROUGH A CENTRAL ANGLE OF 20°48'29", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 65°33'15" EAST, 10.11 FEET TO THE END OF SAID CURVE ON THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED S.W. 45th PROPOSED RIGHT OF WAY LINE; THENCE RUN DUE SOUTH, ALONG SAID WEST LINE, A DISTANCE OF 41.00 FEET; THENCE RUN DUE EAST, ALONG SAID WEST LINE, A DISTANCE OF 4.00 FEET; THENCE RUN DUE SOUTH, ALONG SAID WEST LINE, A DISTANCE OF 57.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 33.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.37 FEET, THROUGH A CENTRAL ANGLE OF 49°15'03", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 65°22'28" WEST, 27.50 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE WEST, A DISTANCE OF 95.20 FEET; THENCE RUN NORTH 78°41'24" WEST, A DISTANCE OF 50.99 FEET; THENCE RUN DUE WEST, A DISTANCE OF 695.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 66.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 103.66 FEET, THROUGH A CENTRAL ANGLE OF 89°59'24", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'18" WEST, 93.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°00'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'52" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 77.38 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 35.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 77.38 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 114.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 108.56 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 43.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 108.56 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 130.23 FEET TO THE POINT OF CURVATURE

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OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 35.80 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 32.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.96 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.44 FEET, THROUGH A CENTRAL ANGLE OF 81°33'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 40°46'34" WEST, 16.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 36.85 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.25 FEET, THROUGH A CENTRAL ANGLE OF 70°21'37", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 46°22'20" WEST, 42.46 FEET TO THE POINT OF CONTINUED CURVATURE OF A CURVE CONCAVE TO EAST THE HAVING A RADIUS OF 210.39 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.06 FEET, THROUGH A CENTRAL ANGLE OF 22°20'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°01'05" WEST, 81.54 FEET TO THE POINT OF CONTINUED CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 37.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.35 FEET, THROUGH A CENTRAL ANGLE OF 70°13'14", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 46°16'13" EAST, 42.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 13.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.47 FEET, THROUGH A CENTRAL ANGLE OF 81°23'05", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 40°41'33" EAST, 16.95 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 13.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 25.41 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 135.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 108.56 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 52.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.28 FEET, THROUGH A CENTRAL ANGLE OF 120°01'08", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°00'34" WEST, 5.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 59°58'52" WEST, A DISTANCE OF 17.90 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 87.77 FEET; THENCE RUN NORTH 59°58'52" EAST, A DISTANCE OF 21.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 3.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.14 FEET, THROUGH A CENTRAL ANGLE OF 59°58'52", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°59'26" EAST, 3.00 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 41.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A

Exhibit C

RADIUS OF 66.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 65.95 FEET, THROUGH A CENTRAL ANGLE OF 57°14'54", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 28°37'27" EAST, 63.24 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 57°14'54" EAST, A DISTANCE OF 41.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 56.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.01 FEET, THROUGH A CENTRAL ANGLE OF 32°45'06", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 73°37'27" EAST, 31.58 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE EAST, A DISTANCE OF 92.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 114.31 FEET, THROUGH A CENTRAL ANGLE OF 32°44'54", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 73°37'33" EAST, 112.76 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 57°15'06" EAST, A DISTANCE OF 12.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 67.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.84 FEET, THROUGH A CENTRAL ANGLE OF 32°21'22", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 73°49'19" EAST, 37.34 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE EAST, A DISTANCE OF 112.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 52.24 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.95 FEET, THROUGH A CENTRAL ANGLE OF 27°22'10", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 76°18'55" EAST, 24.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO SOUTH THE HAVING A RADIUS OF 126.11 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 122.52 FEET, THROUGH A CENTRAL ANGLE OF 55°39'47", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 89°32'17" EAST, 117.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 41.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.25 FEET, THROUGH A CENTRAL ANGLE OF 28°17'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 75°51'12" EAST, 20.04 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE EAST, A DISTANCE OF 104.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 24.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.85 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 67°30'00" EAST, 18.37 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 88.98 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 181.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 359.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 335.37 FEET, THROUGH A CENTRAL ANGLE OF 53°27'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 18°16'30" EAST, 323.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 366.26 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.83 FEET, THROUGH A CENTRAL ANGLE OF 08°44'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 04°07'34" WEST, 55.77 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE SOUTH, A DISTANCE OF 194.88 FEET TO THE NORTH LINE OF THE AFOREMENTIONED PROPOSED S.W. 45th STREET RIGHT OF WAY; THENCE RUN DUE WEST, ALONG SAID NORTH LINE, A DISTANCE OF 84.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.85 ACRES, MORE OR LESS.

EXHIBIT D

[Intentionally Deleted]

Exhibit D

EXHIBIT E

USE RESTRICTIONS

Restrictions on Parcels. The Parcels shall be subject to the following restrictions, which shall be binding on each Owner and each of its tenants, occupants, employees, agents or invitees:

(a) No obstruction to the free flow of traffic and use of the driveways, accessways or delivery facilities shall be permitted, except to the extent, if any, indicated on the Site Plan or expressly provided for in this Declaration.

(b) Following the construction of the Initial Improvements, all construction on the Parcels shall be conducted in a manner which will limit, to the maximum extent practicable, any interference with the operation of the Common Area. Any party performing work on the Parcel of another party shall, at its cost and expense, promptly repair any damage caused by such work (including, without limitation, any damage to any improvements, pavement or landscaping) to a condition as good as or better than existed immediately prior to the commencement of such work.

(c) No portion of the Parcels shall be used for:

- (i) a business or use which: (A) creates strong, unusual or offensive odors, fumes, dust or vapors, (B) is a public or private nuisance, (C) emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; provided, however, that this clause (C) shall not prohibit the use of any Parcel or portion thereof for the operation of a motion picture theater, or (D) creates unusual fire, explosive or other hazards;
- (ii) any heavy industrial use or any use which may cause objectionable odors and/or untidiness; provided, however, that neither sit-down nor drive-through type restaurants are precluded hereby;
- (iii) any use which produces noxious, toxic, caustic or corrosive fuel or gas;
- (iv) any use which produces dust, dirt or fly-ash in excessive quantities;
- (v) any use which involves any unusual firing, explosives or other damaging or dangerous hazard (including the storage, display or sales of explosives or fireworks);
- (vi) any warehouse use;
- (vii) any assembling, manufacturing, distilling, refining, smelting, agriculture or mining operation;

- (viii) any trailer court, mobile home park, lot for the sale or leasing of new or used motor vehicles, labor camp, junk yard, stock yard or animal raising or boarding (other than pet shops and veterinarian clinics or hospitals, provided that such facilities have no provisions for keeping animals overnight and otherwise comply with the provisions hereof);
- (ix) any dumping, disposal, incineration, gathering for recycling or reduction of garbage or refuse (other than handling or reducing such waste produced on the premises from otherwise authorized uses and, in such later event, only if handled in a reasonably clean and sanitary manner);
- (x) any commercial laundry or dry cleaning plant (other than shops serving as a drop-off and pick-up cleaning establishment with minimal cleaning and/or pressing done on-site), bowling alley, or mortuary or similar service;
- (xi) the performance of any automobile body and fender repair work;
- (xii) any "second hand" store or "surplus" store (excluding stores which sell legitimate antiques), auction house or flea market;
- (xiii) any establishment selling or exhibiting pornographic materials; or
- (xiv) any use not compatible with the operation of a first-class mixed-use development.

(d) Until improved with buildings or Common Area improvements, after the construction of the Initial Improvements each Parcel shall be seeded with grass and kept mowed and in neat and slightly condition.

(e) Decorative screening or landscaping shall be installed to obscure from public view all trash rooms, trash holding receptacles, loading or service areas, mechanical or electrical equipment, storage facilities or bins, and other unsightly building appurtenances. Appropriate screening shall be provided to obscure any roof-mounted equipment and appurtenances, roof vents, and similar items from public view.

Regal Cinemas, Inc.'s Exclusive Right and Use Rights

1.1 For so long as that certain lease dated August 7, 2015 by and between Celebration Pointe Holdings, LLC as Landlord and Regal Cinemas, Inc., as Tenant (the "Regal Lease") is in effect and the following restrictions are in effect pursuant to the terms of the Regal Lease, Regal Cinemas, Inc. ("Regal") shall have the exclusive right on the Total Property excepting Bass Parcel 1 and Bass Parcel 2 to operate a motion picture theatre or otherwise display and/or exhibit motion picture presentations or images on any media, via any technology ("**Regal's Exclusive Right**"). Regal's Exclusive Right does not preclude the use of televisions in hotel rooms or private residences within the Center or the operation within the Center by others of a video

arcade with game machines and does not preclude restaurants or retailers on an incidental basis from permitting the restaurant or store customers to view televisions and other like media without charge.

1.2 Notwithstanding anything to the contrary in this Declaration and for so long as the Regal Lease is in effect and the following restrictions are in effect pursuant to the terms of the Regal Lease the "Proximate Sales Area" as shown on the Site Plan to the Regal Lease shall not contain: (a) any kiosks, vending machines or push carts used in the sale of any items prohibited in subsections (b), (c), (d) and (e) below, including without limitation any item permitted only in enclosed store space pursuant to subsections (c), (d) or (e); (b) any sale of any popped popcorn or nuts; (c) any sale of any ice cream or yogurt, provided that no more than one (1) national or regional premium ice cream or yogurt retailer (such as Cold Stone Creamery or Froyoz) shall be permitted in enclosed store space; (d) any sale of bagged, box or bulk candy, provided that no more than one (1) premium candy retailer (such as Godiva or See) shall be permitted in enclosed store space; and (e) any sale of bottled or canned colas or soda, except those sold in enclosed store space as part of a meal in a national or regional full-service restaurant with wait staff. The "Proximate Sales Area" as shown on the Site Plan to the Regal Lease shall not contain signs of any kind advertising any theatre or other similar place of entertainment, or any attraction to be exhibited or presented in any such theatre or other similar place of entertainment, other than Regal's theatre, or otherwise targeted directly at Regal's business; provided, however, that lightpost banners or other similar signs advertising for a "Dave & Busters" or other similar upscale arcade and amusement center type use that has a location inside the Center or for Bass Pro Shops shall not violate this Section 6.8.2 so long as such advertisements are not targeted directly at Regal's business.

1.3 Notwithstanding anything to the contrary in this Declaration and so long as the Regal Lease is in effect, the Total Property excepting Bass Parcel 1 and Bass Parcel 2 shall not contain any of the following uses without Regal's prior written consent: adult entertainment, adult video or bookstore, secondhand or used goods store (except tenant(s) that sell used merchandise in a first class manner such as a bookstore that sells used or antique books), onsite dry cleaning service whereby the dry cleaning and any other cleaning processes are performed on-site (pick-up and drop-off only facilities shall be permitted), abortion provider, dance hall, betting agencies, massage parlor (except tenant(s) such as Massage Envy or other such higher-end day spa type use), undertaking establishment or morgue, bingo games, game parlor, flea market, auto dealership or other car rentals or sales, the parking of vehicles offered for lease or sale in the parking areas of the Project, hazardous or illegal use, theater (motion picture or otherwise) other than Regal's theater and the proposed Stage, pawn shop, payday lender, check cashing service, or child care service. Notwithstanding the preceding sentence, nothing herein shall be taken or is intended to prohibit a skating rink, a bowling alley or a Dave and Buster's Arcade or similar upscale video gaming arcade.

EXHIBIT F

CERTAIN ASSESSMENTS

1. All Assessments imposed pursuant to this Declaration shall be calculated pursuant to the following provisions:

(a) The Association shall perform or cause to be performed the Infrastructure Maintenance Work pursuant to Section 7.1 of this Declaration. Each Owner shall pay its respective Share (as defined below) of the costs incurred in performing such work. As used in this **Exhibit F**, the term "Share" shall mean a fraction, the numerator of which shall be the number of square feet of floor area in all structures located on such Owner's Parcel, as measured from the exterior base of any exterior wall and to the center line of any party wall ("Building Floor Area"), and the denominator of which shall be the aggregate of the Building Floor Area (as so measured) in all structures in the Project. The foregoing formula to the contrary notwithstanding, (i) the numerator of the foregoing fraction as calculated with respect to each of the Townhome Parcel, the Apartment Parcel and the Senior Housing Parcels shall be equal, in each such case, to the number of dwelling units on the applicable parcel multiplied by one thousand (1,000) square feet, and (ii) neither Parking Deck 1 nor Parking Deck 2 shall be included in the calculations pursuant to the foregoing formula.

(b) Each Owner shall reimburse (or cause its tenants to reimburse) the Association, as Assessments pursuant to Section 7.1 of this Declaration, such Owner's Share of all costs incurred in performing the Infrastructure Maintenance Work. Such Assessments shall be paid in the manner and within the time period specified in Section 7.1.

(c) The Association shall retain its records (including any invoices and receipts) relating to the costs of the Infrastructure Maintenance Work for not less than twenty-four (24) months. Upon reasonable prior written notice to the Association, any Owner shall have the right, during the twenty-four (24) month period following the end of the calendar year for which costs are in question, to inspect and audit (at such Owner's cost and expense) the Association's records relating to such costs. Appropriate adjustments, with corresponding reimbursements or additional payments of an Owner's Share of such adjustments, as the case may be, shall be made with respect to errors in the computation of such costs revealed by such inspection and audit.

(d) Any other provision of this Agreement to the contrary notwithstanding, no Assessments shall be attributed or charged to a Parcel until such time as all or any portion of such Parcel is developed. For purposes of this **Exhibit F**, a Parcel shall be considered "developed" upon the date which is the earlier to occur of (i) the date upon which construction of a Building is actually commenced on such Parcel, or (ii) the date which is thirty (30) days after the first issuance of a building permit for the construction of any Building on such Parcel.

2. Assessments imposed pursuant to any Supplementary Declaration shall be calculated pursuant to the provisions of the applicable Supplementary Declaration.

EXHIBIT G**APPROVED PLANS AND CONDITIONS**

1. That certain Preliminary Development Plan for Celebration Pointe, as approved by the Board of Commissioners of Alachua County, Florida, dated November 9, 2010, as amended by that certain Amendment to Preliminary Development Plan for Celebration Pointe, as approved by the Board of Commissioners of Alachua County, Florida, dated July 9, 2013.
2. That certain Southwest District Transportation Improvement Agreement by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida, and Celebration Pointe Partners, LLC, a Florida limited liability company, dated October 25, 2011.
3. That certain Permit No. IND-001-129142-1 issued by the St. Johns River Water Management District, dated May 9, 2014.

EXHIBIT H**OFFICE PARCEL 1 LIMITED COMMON AREA**

The parking spaces adjacent to Office Parcel 1 and crosshatched on the drawing below comprise the Office Parcel 1 Limited Common Area:

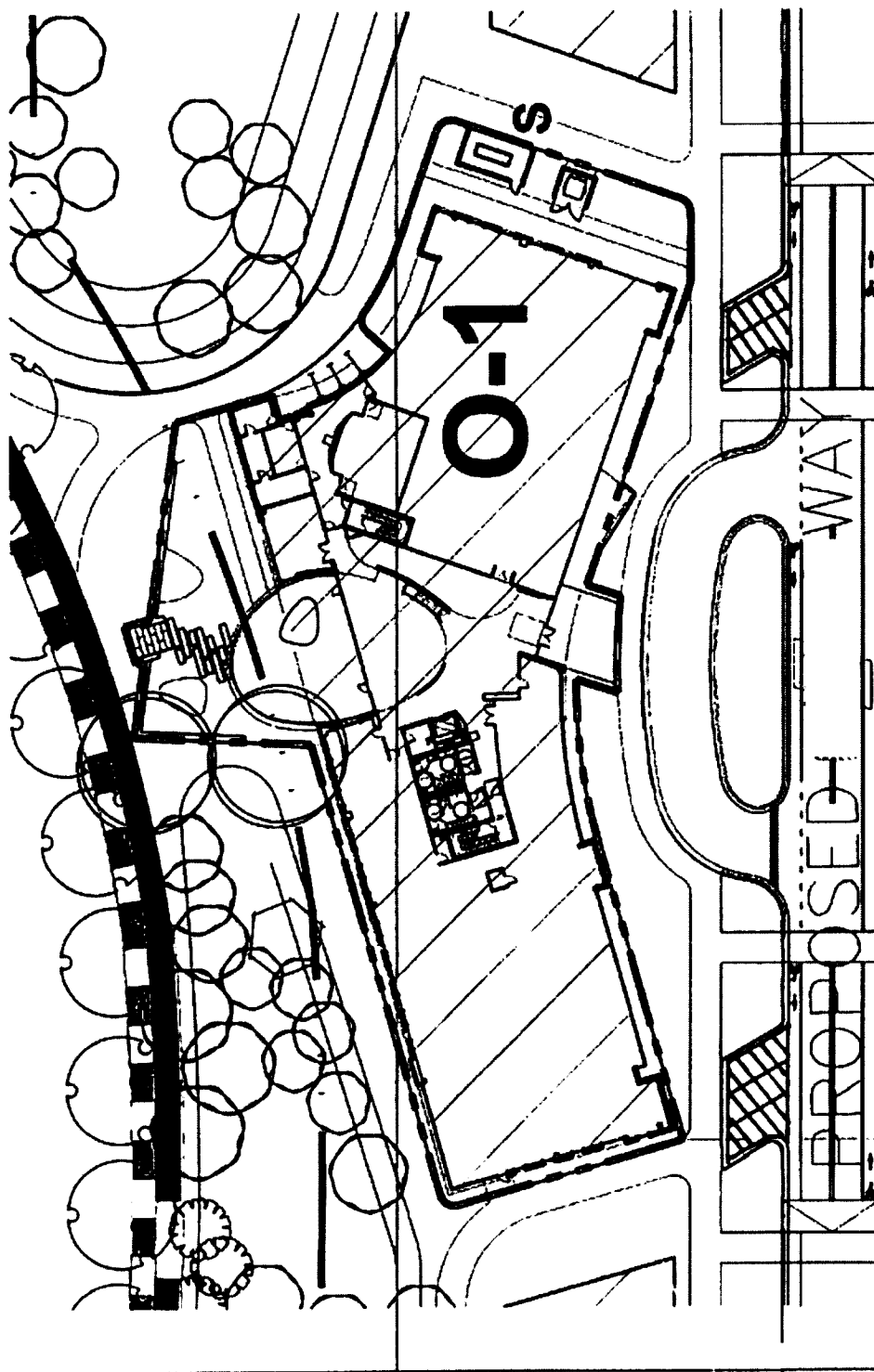


Exhibit H



248.00

**THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED, RETURN
TO:**

Kevin A. Sullivan, Esq.
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

TO BE RECORDED IN THE
REAL PROPERTY RECORDS OF
ALACHUA COUNTY, FLORIDA

**TEMPORARY MODIFICATION AND PARTIAL SUBORDINATION
OF MASTER DECLARATION**

CELEBRATION POINTE HOLDINGS, LLC,
a Florida limited liability company
(Borrower)

to

BANK OF THE OZARKS
(Lender)

Dated: December 8, 2015

Parcel ID Nos.: 06684-000-000, 06820-000-000, 06820-002-000, 06826-001-000,
06827-001-000, 06828-000-000, 06829-001-000, 06830-000-000, 06832-000-000,
06937-004-000, and 06817-003-000

This **TEMPORARY MODIFICATION AND PARTIAL SUBORDINATION OF
MASTER DECLARATION** (the "Agreement") is made and entered into this 8 day of
December, 2015, by and between **CELEBRATION POINTE HOLDINGS, LLC**, a
Florida limited liability company ("Declarant"), and **BANK OF THE OZARKS**, an Arkansas
banking association ("Lender").

R E C I T A L S:

A. WHEREAS, Lender has made a loan to Declarant (the "Loan") under and
pursuant to the terms and provisions of that certain Construction Loan Agreement between

Lender and Declarant (the "Loan Agreement") dated as of May 26, 2015, which Loan is further evidenced by that certain Promissory Note (the "Note") dated as of May 26, 2015, executed by Declarant and payable to the order of Lender in the original principal amount of **ONE HUNDRED TWENTY-FIVE MILLION FIVE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$125,558,627.00)**, secured by, among other things, that certain Mortgage, Security Agreement and Fixture Financing Statement (the "Lien Instrument") dated as of May 26, 2015, and recorded on May 27, 2015, in the Official Records of Alachua County, Florida, Book 4352, Page 2198, covering the Mortgage Property as defined and described therein, and as similarly described in Exhibit A hereof (hereinafter, referred to as, the "Mortgaged Property") (the Loan Agreement, the Note, the Lien Instrument, this Agreement, and all other documents evidencing the Loan, are hereinafter collectively referred to as, the "Loan Documents");

B. WHEREAS, the Mortgaged Property is subject to that certain Master Declaration of Easements, Covenants and Restrictions for Celebration Pointe (the "Master Declaration") dated December 8, 2015, executed by Declarant and recorded in Official Records of Alachua County, Florida Book 4396, Page 185, with respect to Declarant's development of that certain mixed-use project to be known as "Celebration Pointe" (the "Project") on the Mortgaged Property, anticipated to include retail (including restaurant, theater and entertainment uses), office, residential and other uses, and related facilities, including without limitation, driveways and drive aisles, sidewalks and walkways, parking decks and parking areas, landscaping, amenities, and community use areas;

C. WHEREAS, as further security for the Loan, Declarant executed that certain Collateral Assignment of Declarant's Rights (the "Collateral Assignment") dated as of the date hereof and recorded on December 8, 2015, in the Official Records of Alachua County, Florida, Book 4396, Page 890, pursuant to which Declarant assigned to Lender all of Declarant's rights under the Master Declaration, including all of Declarant's rights (including Declarant's voting and control rights) as a member of any owners association (the "Association") and as a member of the Design Control Committee, or DCC (as defined in the Master Declaration) (the "DCC"), whether in existence as of the date hereof, or hereafter created, with respect to the Mortgaged Property; and

D. WHEREAS, Lender and Declarant desire to (1) temporarily modify certain provisions of the Master Declaration to preserve the rights of Lender under the Loan Documents, as otherwise affected by the provisions of the Master Declaration, and (2) partially subordinate the Master Declaration to the Loan Documents to the extent necessary to maintain the priority of certain Lender rights under the Loan Documents over certain Declarant rights under the Master Declaration.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the sum of \$10.00 in hand paid, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Recitals Incorporated; Defined Terms; Loan Documents. The foregoing recitals are hereby incorporated within and made an integral part of this Agreement. Unless otherwise defined herein, capitalized terms used in this Agreement but not defined herein shall have the meanings attributed to such terms in Master Declaration.

2. Term of this Agreement. This Agreement shall be and remain in force and effect for so long as any portion of the Mortgaged Property shall remain subject to and encumbered by the Mortgage (the "Term of this Agreement"). Upon the satisfaction of the Loan and the cancellation of the Mortgage, this Agreement shall automatically terminate and be of no further force or effect.

3. Subordination and Modification of Certain Provisions of Master Declaration. During the Term of this Agreement, the enumerated provisions of the Master Declaration referenced in this Section 3 shall be read, interpreted, applied, enforced and complied with by Declarant, and shall be enforceable by Lender against Declarant, as borrower under the Loan Documents, as such enumerated provisions are amended and restated herein. To the extent that such provisions in the Declaration conflict with any term of the Loan Documents, such provisions in the Declaration during the Term of this Agreement shall be subject and subordinate to such terms in the Lien Instrument and the other Loan Documents.

a. The following recitals shall be hereby added as the second, third, and fourth paragraphs in the "Preliminary Statements" section:

"As of the date hereof, the Total Property secures a certain loan (the "Loan") made by **BANK OF THE OZARKS**, an Arkansas banking association ("Lender"), as lender, to Declarant, as borrower, under and pursuant to the terms and provisions of that certain Construction Loan Agreement between Lender and Declarant (the "Loan Agreement") dated as of May 26, 2015, which Loan is further evidenced by that certain Promissory Note (the "Note") dated as of May 26, 2015, executed by Declarant and payable to the order of Lender in the original principal amount of **ONE HUNDRED TWENTY-FIVE MILLION FIVE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$125,558,627.00)**, secured by, among other things, that certain Mortgage, Security Agreement and Fixture Financing Statement (the "Lien Instrument") dated as of May 26, 2015, and recorded on May 27, 2015, in the Official Records of Alachua County, Florida, Book 4352, Page 2198, covering the Total Property.

As of the date hereof, Declarant has assigned to Lender, as additional security for the Loan, all of Declarant's rights under this Declaration, pursuant to that certain Collateral Assignment of Declarant's Rights dated as of the date hereof made by Declarant, as borrower, to Lender, as lender, including all of Declarant's rights (including Declarant's voting and control rights) as a member of the Association (as defined herein) and as a member of the Design Control Committee, or DCC (as defined herein), whether in existence as of the date hereof, or hereafter created, with respect to the Total Property.

Lender and Declarant will execute and record a Modification and Subordination of Master Declaration Agreement in order to (1) notwithstanding anything to the contrary herein,

temporarily modify certain provisions of this Declaration to preserve the rights of Lender under the Loan Documents, as otherwise affected by the provisions hereof, and (2) partially subordinate the Master Declaration to the Loan Documents, to the extent necessary to maintain the priority of certain Lender rights under the Loan Documents over certain Declarant rights under the Master Declaration, for so long as any portion of the Project secures the Loan.”

b. Section 2.11 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“2.11 Liens.

In the event that any mechanics’ or materialmen’s lien is recorded against the Parcel of one Owner as a result of services performed or materials furnished for the use of another Owner, the Owner permitting or causing such lien to be so recorded shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge, within ten (10) days after such Owner first receives actual notice (in any manner) of the recording of such lien. Subject in all events to the immediately preceding sentence, nothing set forth in this Section 2.11 shall prevent the Owner permitting or causing such lien to be recorded from contesting the validity thereof in any manner such Owner chooses, so long as such contest is pursued with reasonable diligence. **If the Parcel affected by a mechanics lien is secured by the Loan, (i) Declarant shall notify Lender of such lien within five (5) business days of obtaining knowledge thereof; (ii) Declarant shall diligently and in good faith contest the same by appropriate legal proceedings which shall operate to prevent the enforcement of collection of the same and the sale of the Total Property or any part thereof to satisfy the same; (iii) unless such requirement is waived by Lender (which such decision to waive shall be in Lender's sole discretion), Declarant shall have furnished to Lender a cash deposit, or an indemnity bond satisfactory to Lender with a surety satisfactory to Lender, in the amount of such lien claim, plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, to ensure payment of the matters under contest and to prevent any sale or forfeiture of the Total Property or any part thereof; (iv) Declarant shall promptly upon final determination thereof pay the amount of any such lien claim so determined, together with all costs, interest and penalties which may be payable in connection therewith; (v) notwithstanding the foregoing, Declarant shall promptly upon request of Lender pay any such lien claim notwithstanding such contest, if in the reasonable opinion of Lender the Total Property shall be in jeopardy or in danger of being forfeited or foreclosed, and Lender may pay over any such cash deposit or part thereof to the claimant entitled thereto at any time when, in the judgment of Lender, the entitlement of such claimant is established.** In the event that such contest is determined adversely (allowing for appeal to the highest appellate court), such Owner shall promptly pay in full the required amount, together with any interest, penalties, costs, and other charges necessary to release such lien of record. The Owner permitting or causing any such lien shall defend, protect, indemnify and hold harmless the other Owner and its Parcel from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys’ fees and costs of suit, arising out of or resulting from such lien.”

c. Section 3.8.2 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“3.8.2. Declarant, acting as the DCC, shall have the power to delegate its power and authority hereunder by specific written authorization, subject to such terms and conditions as it may elect to impose, **and to the extent that any portion of the Total Property secures the Loan, subject to Lender’s written approval in its reasonable discretion.** In accordance therewith, Declarant, acting as the DCC, hereby appoints the Owner of Parcel A (*i.e.*, Declarant and any successor Owner of Parcel A) to exercise all power and authority of the DCC for purposes of the retail portions of Parcel A and hereby ratifies any design and development approvals previously issued with respect to the Project or elements of the Project by Declarant or by any prior Owner of any Parcel.”

d. Section 3.13 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“3.13 Subdivision and Platting

Subject to the express written consent of Lender in its sole discretion, Declarant may subdivide, aggregate or modify the boundaries of any Parcel during its ownership of any such subdivided, aggregated or modified Parcels. ~~No Parcel~~ **while the Loan is secured by such Parcels. Further, so long as the Loan is secured by such Parcel, Declarant shall promptly provide Lender with written notice of any request by an Owner other than Declarant to subdivide, aggregate or modify the boundaries of any such Parcel owned by an Owner other than Declarant. No Parcel owned by an Owner other than Declarant** may be subdivided or replatted without the prior written consent of Declarant. Any such subdivision, if permitted, **either by Declarant or Lender as applicable,** and the filing of any and all amendments to this Declaration necessary to accomplish and recognize the same, shall be promptly accomplished at the requesting Owner’s sole expense.”

e. Section 3.14 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“3.14 Changes in Zoning.

No Owner or Occupant shall file with any Governmental Authority having jurisdiction over the Project, or any part thereof, any application or petition for modification of the Approved Plans and Conditions, rezoning, special use permits, or zoning variances, any request for annexation, or any similar filing affecting the use of any portion of the Project or the Governmental Requirements that are applicable to the Project, or any portion thereof, without the prior written approval of Declarant **(or, to the that extent any portion of the Project then secures the Loan, without the prior written approval of Lender).**”

f. Section 4.3 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“4.3 Plan Approval

4.3.1. Prior to commencing or permitting to be commenced any work on the construction of any Buildings or other Improvements on its Parcel (the “Proposed Work”) and prior to submitting any plans and specifications or any other materials to any Governmental Authorities relating to any Proposed Work, an Owner must submit to the DCC **(or instead, to Lender if the applicable portion of the Project secures the Loan)**, in accordance with any and all procedures outlined herein or as may be promulgated by the DCC in the future pursuant to Section 5.7 hereof (including, without limitation, the type of electronic and other formatting required), the plans and specifications for such Proposed Work (the “Proposed Plans”) showing, among other matters, the proposed site layout, structural design, exterior elevations, exterior materials and colors, signage, landscaping, hardscaping, drainage, lighting, utility facility layout, and screening therefor and any other features of the Proposed Work reasonably required by the DCC **(or instead, Lender, if the applicable portion of the Project secures the Loan)**. The Proposed Plans shall also include, without limitation, storm drainage calculations, the location of all impervious surfaces, the location of all Public Space, the location and size of all trees and landscaping, the proposed construction access to the Building Site, the construction schedule and any phasing plans related to such work, the location of any staging and contractor parking areas, and the type of screening to be used during the construction process to minimize views of the Building Site.

4.3.2. In reviewing any submitted Proposed Plans, the DCC **(or instead, Lender, if the applicable portion of the Project secures the Loan)** may consider with respect to the proposed Improvements, and any conditions related to any approval of the proposed Improvements, the following, among other matters: (a) the schedule for the performance of the construction, the effect of such construction on the operation of any Occupants within the Project, and seasonal and holiday considerations, and (b) the visual impact, natural platforms and finished grade elevations, the harmony of external design with surrounding structures and the environment, the location of the proposed Improvements in relation to surrounding structures and plant life, and other related aesthetic considerations. The DCC **(or instead, Lender, if the applicable portion of the Project secures the Loan)** may also consider other aesthetic features of the submitted Proposed Plans as it, in its sole discretion, may deem relevant. Each Owner shall, by acquisition of its Parcel, be deemed to have acknowledged that determinations by the DCC **(or instead, Lender, if the applicable portion of the Project secures the Loan)** as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular Buildings and other Improvements, and that decisions of the DCC **(or instead, Lender, if the applicable portion of the Project secures the Loan)** may be based upon purely aesthetic considerations.

4.3.3. Within thirty (30) days after receipt of each submission of Proposed Plans, the DCC **(or instead, Lender, if the applicable portion of the Project secures the Loan)** shall (i) if it approves the Proposed Plans, advise in writing the Owner submitting such Proposed Plans, at an address specified by such Owner at the time of submission, of the DCC’s Approval of the Proposed Plans **(or instead, Lender’s Approval of such Proposed Plans if the applicable portion of the Project secures the Loan)**, or (ii) if the DCC **(or instead, Lender, if**

the applicable portion of the Project secures the Loan) disapproves the Proposed Plans, advise the submitting Owner in writing of such disapproval, specifying in detail the segments or features of the Proposed Plans which are objectionable and suggestions, if any, for the curing of such objections. The DCC **(or instead, Lender, if the applicable portion of the Project secures the Loan)** shall also make other reasonable efforts, at no cost or liability to the DCC **or Lender**, to aid the submitting Owner in preparing Proposed Plans that would be acceptable to the DCC **or Lender**. If any costs are incurred by the DCC **or Lender** in conjunction with such efforts, the payment of such costs by the submitting Owner shall be a condition precedent to final approval. Any subsequent resubmission by any Owner shall be reviewed and acted upon by the DCC **(or instead, by Lender, if the applicable portion of the Project secures the Loan)** in the same manner, as soon as is reasonably practicable. Approval of Proposed Plans by the DCC **(or instead, by Lender, if the applicable portion of the Project secures the Loan)** shall not constitute a representation or warranty that the Proposed Plans are in compliance with Governmental Requirements or the requirements of applicable insurance underwriters, or that the Improvements shown thereon are structurally sound, nor shall any other party be a third-party beneficiary of any such approval. Copies of all permits and approvals issued by the Governmental Authorities or utility providers with regard to the Proposed Work shall be promptly delivered to the DCC **(or instead, to Lender, if the applicable portion of the Project secures the Loan)** upon issuance to the applicable Owner or applicant for the Proposed Work and prior to the commencement of work relating to such permits and approvals, and upon completion of the Proposed Work and, prior to occupancy or use of the Improvements that are the subject of the Proposed Work, copies of all temporary and permanent certificates of occupancy shall be delivered to the DCC **(or instead, to Lender, if the applicable portion of the Project secures the Loan)**, as applicable. Within thirty (30) days after the issuance of any certificate of occupancy for the Improvements shown on the Proposed Plans, the applicable Owner shall deliver to the DCC **(or instead, to Lender, if the applicable portion of the Project secures the Loan)** as-built plans and specifications for the Improvements, in such electronic and/or other format as may be required by the DCC **(or instead, as may be required by Lender, if the applicable portion of the Project secures the Loan)**.

4.3.4. Following construction of the initial Buildings and other Improvements within any Parcel, no work on the alteration or removal of any Buildings or other Improvements on such Parcel or serving such Parcel (including, without limitation, any work performed pursuant to Section 2.9.2 above) shall be initiated by any Owner or Occupant unless and until all plans and specifications for such Proposed Work shall have been approved by the DCC **(or instead, approved by Lender, if the applicable portion of the Project secures the Loan)** pursuant to the terms and provisions of this Declaration; provided, however, that alterations or remodeling, which (i) take place completely within a Building; (ii) do not change the permitted use of such Building; (iii) do not change the exterior appearance of such Building in any material respect or alter the structural integrity of such Building; (iv) are not visible from the outside of the Building; and (v) do not create a demand for extraordinary services or utilities, may be undertaken without the approval of the DCC **(or instead, Lender, if the applicable portion of the Project secures the Loan)** hereunder. For purposes of clause (iii) of this subsection 4.3.4 and only by way of example and not in limitation thereof, any change in the color of construction materials of the exterior of a Building or any Signs visible from the exterior of a Building shall be deemed “material.””

g. Section 4.4 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“4.4. Construction After Approval

Approval of any Proposed Plans with regard to a Building Site (a) shall not be deemed a waiver of the DCC’s right, in its discretion **(or instead, Lender's right in its discretion if the applicable portion of the Project secures the Loan)**, to disapprove similar plans, or any of the features or elements included therein, submitted for any other Building Site, (b) may contain conditions regarding the approvals, construction schedules, construction access routes, timing and methods for the construction and operation of the Improvements, and (c) shall be final as to the Building Site for which they have been submitted; provided, however, that the Improvements on such Building Site shall be and are constructed and maintained in substantial conformity with the approved Proposed Plans.”

h. Section 4.5 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“4.5. Plan Submittals to Governmental Authority

Under no circumstances shall a Person submit its Proposed Plans to any Governmental Authority having jurisdiction over the review or approval thereof unless and until it shall have received DCC approval of such Proposed Plans **(or instead, until it shall have received Lender approval of such Proposed Plans if the applicable portion of the Project secures the Loan)** to the extent required in this Article IV; provided, however, that a Person shall be entitled to submit its Proposed Plans to the applicable Governmental Authority for non-binding preliminary or informal review prior to DCC approval thereof.”

i. Section 4.6 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“4.6 Design Criteria

The following criteria, together with the Design Guidelines and the criteria outlined in Section 4.3.3 hereof, shall be used by the DCC **(or instead, by Lender, if the applicable portion of the Project secures the Loan)** to determine the suitability of all proposed Improvements in or on the Project.

4.6.1. Building Codes. Any Improvement, including electrical, plumbing and mechanical systems, shall be of an appropriate type of construction and installation as defined in and required by any applicable Requirement of a Governmental Authority.

4.6.2 Landscaping. Landscaping shall be designed to unify the Building and its site, existing adjacent Buildings, and existing adjacent landscaping. Landscaping materials shall

be appropriate in type and amount to local climatic conditions and to the overall design and theme of development in or on the Project.

4.6.3. Signs. Unless otherwise provided herein or in the Design Guidelines, and except for sales signage placed by an Owner as permitted in the Design Guidelines, no Sign or other advertising device of any nature, including neon or illuminated Signs, shall be placed or maintained on any Parcel, including any Building Site or any Improvement on a Parcel, or on any other portion of the Project without the prior approval of the DCC **(or instead, the prior approval of Lender, if the applicable portion of the Project secures the Loan).**

4.6.4. Exterior Lighting. All exterior lighting shall be designed, erected, altered, and maintained in accordance with all applicable Governmental Requirements, the applicable Approved Plans and Conditions and in accordance with plans and specifications approved by the DCC **(or instead, approved by Lender, if the applicable portion of the Project secures the Loan),** to ensure that such lighting shall be compatible and harmonious throughout the Project.

4.6.5 Exterior Equipment. All rooftop and exterior mechanical and other equipment and facilities shall be screened from view as may be required by the DCC **(or instead, by Lender, if the applicable portion of the Project secures the Loan).**

j. Section 5.1.2 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“5.1.2. The Design Guidelines shall implement and shall be consistent with the statement of purpose set forth in Article III of this Declaration and the design criteria set forth in Section 4.6 hereof, **as well as all applicable requirements under the Plans (as defined in the Loan Agreement).**”

k. Section 5.1.4 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“5.1.4. From time to time, at any time and in its sole discretion, the DCC, with the concurrence of Declarant, may amend the Design Guidelines in any manner consistent with the statement of purpose set forth in this Declaration and the design criteria set forth in Section 4.6 hereof; provided, however, that **(a) the DCC shall not amend the Design Guidelines so as to prohibit or to require abatement of or change in any Proposed Plans or Improvements for which the DCC previously has granted Approval, or (b) the DCC shall not amend the Design Guidelines affecting any portion of the Total Property securing the Loan unless Lender provides its written consent to the DCC; provided that any such amendments to the Design Guidelines shall not be inconsistent with the Plans (as defined in the Loan Agreement).**”

l. Section 5.2.1 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“5.2.1. Construction Rules and Regulations. All construction activities and related work on each Parcel (the “Work”) shall be performed in a good and workmanlike manner and in accordance with the provisions of this Declaration, Governmental Requirements, including the Approved Plans and Conditions **(and, with respect to all portions of the Total Property securing the Loan, consistent with the requirements of the Plans (as defined in the Loan Agreement) and all other requirements of the Loan Agreement)**, and such reasonable construction rules and regulations as the DCC may promulgate from time to time concerning such matters as, without limitation, the coordination of any Work and the appearance of such Parcel during construction activities.”

m. Section 5.3 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“5.3. Damage to Common Facilities and Improvements

If, in the course of any construction activity, including, without limitation, activity to establish a utility connection to a Parcel or Building Site, any existing Utility Facilities, streets, curbs or other Common Area or Improvements are damaged in any way, the Owner or Occupant conducting such construction activity shall restore or repair such Utility Facilities, streets, curbs or other Common Area or Improvements to a condition at least as good as existed prior to the damage, and shall pay any costs or expenses, including attorneys’ fees, incurred by any Person other than such Owner or Occupant arising from or as a result of such damage, and any repairs necessitated by such damage shall be completed within ten (10) Business Days after the occurrence of such damage; **provided, however, that with respect to any casualty affecting any portion of the Total Property securing the Loan, the terms of the Loan Agreement shall govern (which terms include, without limitation, Section 6.3 and Section 6.4 thereof, pertaining respectively to the assignment of insurance casualty proceeds and to the limited use of insurance casualty proceeds).**”

n. Section 6.1 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“6.1 Use Restrictions; General Maintenance and Repair

6.1.1 The Parcels and each portion thereof and all Improvements thereon shall be owned, leased, constructed, used, operated, maintained, repaired, replaced, reconstructed and remodeled in accordance with Governmental Requirements, including the Approved Plans and Conditions and the terms of any approvals and conditions of the DCC **(or instead, of Lender, if the applicable portion of the Project secures the Loan)** as to any such Improvements, and the terms of this Declaration. In addition, each of the Parcels, as applicable, shall be subject to the rights, restrictions and prohibitions as are set forth in **Exhibit F** attached hereto and made a part hereof by this reference.

6.1.2 Except as may be otherwise provided in Section 7.1 below, and except as is otherwise the responsibility of public utility companies or utility providers as to dedicated and accepted Utility Facilities, each Owner shall maintain in good repair and condition all

Improvements on its Parcel, including (a) Utility Facilities other than Separate Utility Facilities that do not serve such Parcel, and (b) Separate Utility Facilities serving such Parcel that are located outside of such Parcel. In addition, each Owner shall maintain all mechanical equipment, including all heating, ventilating and air conditioning systems that serve such Parcel or the Improvements thereon. Such maintenance shall be performed in a manner consistent with this Declaration and the Design Guidelines. Any maintenance which involves an exterior change, including, without limitation, repainting of the exterior of improvements in a different color, shall require prior approval of Declarant or the DCC **(or instead, of Lender, if the applicable portion of the Project secures the Loan)** as provided in Article V above.”

o. Section 6.2 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“6.2 Requirements and Restrictions Regarding Construction, Maintenance and Repair

6.2.1 All Buildings and other Improvements constructed on any Parcel shall be constructed in accordance with all Governmental Requirements and the Design Guidelines except as may otherwise be approved by Declarant or the DCC **(or instead, by Lender, if the applicable portion of the Project secures the Loan)**. Declarant and the DCC shall have a right of access to all portions of any Parcel as are necessary to inspect the Improvements thereon to ensure compliance with the construction and maintenance requirements set forth herein; **provided that Lender shall have a right of access to any portion of the Project securing the Loan for such purpose.** All construction work shall be done in accordance with Governmental Requirements, the Approved Plans and any conditions imposed pursuant to the approvals issued by Declarant or the DCC pursuant to this Declaration, in a good and workmanlike manner and in accordance with good engineering standards. All construction, maintenance and repair activities on each Parcel shall be performed (a) so as not to unreasonably interfere with any work being performed on another Parcel, (b) so as not to unreasonably interfere with the use, occupancy or enjoyment of another Parcel; and (c) in a lien-free and good and workmanlike manner.

6.2.2 Except with respect to the construction by Declarant of the Initial Improvements, when an Owner is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging any improvements, such Owner shall establish a staging and storage area on its Parcel prior to commencing such work, and employ high-quality construction procedures including, without limitation, silt fences and construction barricades. If substantial work is to be performed, such performing Owner shall fence off such staging and storage area. Except with respect to the initial development of the Project, upon completion of such work, such staging and storage area shall be restored to a condition which is equal to or better than the condition that existed prior to commencement of such work. All access for construction vehicles and equipment used in the Work shall be in compliance with the applicable DCC approvals **(or instead, such Lender approvals to the extent that the applicable portion of the Project secures the Loan)**.

6.2.3 Each Owner shall diligently complete all construction activities on its Parcel as quickly as possible, shall clean the roadways and driveways used by its construction

vehicles of mud, dirt and construction debris on a daily or such other basis as is required by the DCC **(or instead, by Lender to the extent that such applicable portion of the Project secures the Loan)**, and (except in the case of temporary access roads made available by Declarant in connection with the initial development of the Project) upon completion of all construction activities shall promptly restore such affected roadways and driveways to a condition which is equal to or better than the condition which existed prior to the commencement of such work.”

p. Section 6.3.5 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“6.3.5 All Signs shall be in compliance with Governmental Requirements and the Design Guidelines unless otherwise specifically approved by Declarant or the DCC **(or by Lender, if the applicable portion of the Project secures the Loan)**.”

q. Section 6.4 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“6.4 Casualty

6.4.1 In the event that any improvements (including Buildings) are damaged by fire or other casualty (whether insured or not), the Owner upon whose Parcel such Building is located shall, subject to Governmental Requirements and/or insurance adjustment delays, immediately remove the debris resulting from such casualty and provide a screened barrier around the Building Site and other affected areas on the Parcel that is approved by the DCC, and within a reasonable time thereafter shall either (a) repair or restore the Building so damaged to a complete unit, with such repair or restoration to be performed in accordance with all provisions of this Declaration, (b) erect another Building in such location, with such construction to be performed in accordance with all provisions of this Declaration, or (c) demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a maintained landscaped condition that is approved by the DCC. The Owner of the affected Parcel shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one of such alternatives in compliance herewith; **provided however, notwithstanding anything to the contrary in this Section 6.4.1, that with respect to Declarant’s options following any casualty affecting any portion of the Project securing the Loan the terms of the Loan Agreement shall govern (which terms include, without limitation, Section 6.3 and Section 6.4 thereof, pertaining respectively to the assignment of insurance casualty proceeds and to the limited use of insurance casualty proceeds).**”

r. Section 6.5 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“6.5 Condemnation

6.5.1 In the event that any Parcel or portion of a Parcel shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Owner owning the

applicable Parcel or the improvements taken, and the other Owners hereby waive and release any right to recover any value attributable to the property interest so taken, except that (a) if the taking includes improvements belonging to more than one (1) Owner, such as Common Utility Facilities, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, and (b) if the taking includes easement rights which are intended to extend beyond the term of this Declaration, the portion of the award allocable to each such easement right shall be paid to the respective grantees thereof; **provided however, notwithstanding anything to the contrary in this Section 6.5, that with respect to Declarant's options following a condemnation affecting any portion of the Project securing the Loan, the terms of the Loan Agreement shall govern (which terms include, without limitation, Section 6.3 and Section 6.5 thereof, pertaining respectively to the assignment of condemnation award proceeds and to the limited use of condemnation award proceeds).** In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration which does not reduce or diminish the amount paid to the Owner owning the Parcel or the improvement taken, then the Owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent that it burdens the land taken, no easement or license set forth in this Declaration shall expire or terminate based solely upon such taking."

s. Section 6.6 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

"6.6 Reservation of Certain Rights

6.6.1 In addition to the rights set forth in Section 6.3.2 and elsewhere in this Declaration, Declarant hereby reserves for itself, and for its successors and assigns as Declarant under this Declaration, **subject to the Plans (as defined in the Loan Agreement) during the term of the Loan,** the right to install, operate, maintain, repair, replace and relocate within the Common Area on Parcel A, and to permit the installation, operation, maintenance, repair, replacement and relocation by other parties within the Common Area on Parcel A, temporary and/or permanent facilities and equipment, including, without limitation, valet parking stations, other parking payment and control equipment, directory and advertising signage (including, without limitation, electronic interactive signage), mobile retail units, kiosks, and similar facilities and equipment (collectively, "Ancillary Facilities"), together with utilities to serve and operate the Ancillary Facilities, and to charge for and collect revenue from any and all such Ancillary Facilities."

t. Section 6.7 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

"6.7 Effect of Additional Covenants

6.7.1 As a complement to the restrictions, covenants, conditions, and easements set forth in this Declaration with respect to the entire Project, **and subject to the written approval of Lender with respect to any applicable portions of the Project securing the Loan)** Declarant may also establish certain additional restrictions, covenants, conditions, and

easements pursuant to the sale, lease and/or development of each of the Parcels, to be executed by Declarant and, as applicable, joined in by the Owner of the Parcel. In the event of any conflict or inconsistency between the terms of such additional covenants and those of this Declaration, the terms of this Declaration shall control.”

u. Section 7.1.2 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“7.1.2 Any sums assessed against a Parcel by the Association pursuant to this Declaration including, without limitation, any Assessments imposed as a result of the exercise by the Association of its rights under Article VIII, together with late charges, interest, costs and reasonable attorneys’ fees, as provided herein, shall be secured by a lien on such Parcel in favor of the Association, and the Association shall be entitled to file such a lien in the Public Records of Alachua County, Florida. Such lien shall be superior to all other liens and encumbrances on such Parcel except for (a) liens of ad valorem taxes, (b) liens for all sums unpaid on a first-in-priority mortgage, and (c) liens for all sums on any mortgage to Declarant duly recorded in the Public Records of Alachua County, Florida, **including the lien with respect to the Loan secured by the Mortgage**, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Parcel after this Declaration shall have been recorded in the Public Records of Alachua County, Florida, shall for all purposes be deemed to have consented to such liens or encumbrances, and such subsequent liens and encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.”

v. Section 8.1.1 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“8.1.1 The occurrence of any one or more of the following events shall constitute a material default and breach of this Declaration by the non-performing Owner (the “Defaulting Owner”):

(a) The failure to make any payment required to be made hereunder or to remove any lien required to be removed hereunder within ten (10) days after written notice of default.

(b) The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in subsection (a) above, within thirty (30) days after the issuance of a notice by another Owner (the “Non-Defaulting Owner”) or the Association specifying the nature of the default claimed; provided, however, that with respect to those failures which cannot with due diligence be cured within said thirty (30) day period, such Owner shall not be deemed to be in default hereunder if such Owner commences to cure such default within such 30-day period and thereafter diligently pursues such cure to completion within one hundred-twenty (120) days thereafter **(or within ninety (90) days thereafter if such Owner in default is Declarant)**.”

w. Section 5.1.4 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“9.12 Limited Unilateral Amendment; Supplementary Declarations

This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Parcel subject to this Declaration, provided, however, any such amendment shall not adversely affect the title to any Owner's Unit unless any such Unit Owner shall consent thereto in writing. In addition, Declarant may unilaterally amend this Declaration without the joinder of any party (x) to reflect revised Parcel boundaries and Parcels based on any aggregation, subdivision or replat of any Parcel within the Project by Declarant **(which, in the case of such revised Parcel boundaries and Parcels securing the Loan, shall have previously been approved in writing by Lender)**, (y) to more particularly define the Initial Improvements and the Initial Infrastructure and their location, including without limitation, the Utility Facilities that are a part of the Initial Infrastructure, and (z) to subject additional property to this Declaration as provided in Section 9.13 hereof.”

x. Section 9.12 of the Master Declaration shall be hereby amended and restated in its entirety as follows:

“9.14 Termination and Modification

This Declaration may be terminated, modified or amended upon the affirmative written agreement of each of the Owners (and their mortgagees) owning not less than sixty-six and two-thirds percent (66⅔%) of the acreage within the Project; provided, however, that written notice of any such termination, modification or amendment shall be given to each Owner not less than fifteen (15) days prior to the proposed execution thereof, and provided further that no such termination, modification or amendment shall be effective without the written approval of (i) Declarant, its successors or assigns and mortgagees (as the case may be) in its sole discretion, and (ii) any Owner whose consent is required pursuant to Section 9.12 above, (iii) any other Owner whose rights would be impaired or diminished by such termination, modification or amendment, and (iv) all CPH Parties, if applicable, as further provided below, **and (v) Lender, to the extent that such modification or amendment affects any portion of the Project securing the Loan; provided however, no amendment or modification shall diminish or terminate any rights of Lender under this Declaration or the Loan Documents.** Any termination, modification or amendment hereof shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by all Owners and other parties required herein to execute, approve or consent to such termination, amendment or modification, in the recording office where this Declaration is filed. Any other provision of this Section 9.14 or this Declaration to the contrary notwithstanding, so long as Celebration Pointe Holdings, LLC (“CPH”), or any affiliate of CPH is an Owner or a ground lessee of any Parcel or portion thereof (collectively, the “CPH Parties”), (x) no termination, modification or amendment of this Declaration shall be effective without the written consent and joinder of all of the CPH Parties,

and (y) the provisions of this Declaration may be amended, changed, deleted or added to at any time and from time to time by written consent of all of the CPH Parties; provided that no such amendment, change, deletion or addition described in the foregoing clause (y) shall materially and adversely increase the obligations or diminish the rights of any other Owner, **and (z) no amendment or modification shall diminish or terminate any rights of Lender under this Declaration.** As used herein, the term “affiliate” shall mean any entity or person which or whom is controlled by, controls, or is under common control with CPH. Any other provision of this Section 9.14 or this Declaration to the contrary notwithstanding, to the extent that any Owner conveys and/or dedicates any portion of the Project for right of way purposes to any Governmental Authority, the terms, conditions and provisions of this Declaration shall automatically cease to be applicable to or affect such areas so conveyed and/or dedicated. Any other provision of this Section 9.14 or this Declaration to the contrary notwithstanding, any amendment to this Declaration which alters any provision relating to the Water Management System, beyond maintenance in its original condition, including, without limitation, the water management portions of the Common Area, must have the prior written consent of the District.”

4. Temporary Addition of Certain Provisions to Master Declaration. During the Term of this Agreement, the enumerated provisions of the Master Declaration referenced in this Section 4 shall be read, interpreted, applied, enforced and complied with by Declarant, and shall be enforceable by Lender against Declarant, as borrower under the Loan Documents, as such enumerated provisions are amended and restated herein.

a. The following provision shall be hereby added as Section 7.2.6 of the Master Declaration:

“7.2.6 Notwithstanding anything to the contrary in this Section 7.2 or any other provision of this Declaration, the provisions of the Loan Agreement containing the insurance coverage required with respect to the Total Property shall remain in effect for any portion of the Total Property securing the Loan.”

5. Notices. During the Term of this Agreement, Declarant shall provide to Lender copies of any notices received or sent by Declarant under the Declaration, in the manner provided in Section 9.2 of the Declaration, to the following addresses:

Lender: Bank of the Ozarks
8201 Preston Road
Suite 700
Dallas, Texas 75225
Attention: Brannon Hamblen

With a copy to: Winstead PC
500 Winstead Building
2728 N. Hardwood Street
Dallas, Texas 75201
Attention: Kevin Sullivan

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Declarant, Lender, and their respective successors and assigns; provided, however, that Declarant may not assign any of its rights or obligations under this Agreement without the prior written consent of Lender.

7. Declaration Continues. During the term of the Loan, except as specifically modified in this Agreement, the terms of the Declaration continue, unmodified, in full force and effect and is hereby ratified and confirmed by Declarant and Lender.

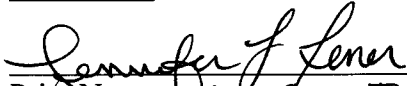
8. Counterparts; Facsimile and Electronic Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages. Counterparts hereof which are transmitted by facsimile or electronic transmission shall be given the identical legal effect as an original.

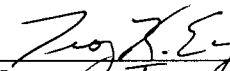
9. Entire Agreement. This Agreement represents the final, entire agreement between the parties with respect to the subject matter hereof and supersedes. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by Declarant and Lender.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement under seal as of the date first written above.

WITNESS:


 Print Name: Jennifer L. Tener


 Print Name: Troy K. Ely

BORROWER:

CELEBRATION POINTE HOLDINGS, LLC,
 a Florida limited liability company

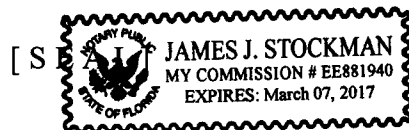
By: **SHD-CELEBRATION POINTE, LLC**,
 a Florida limited liability company,
 Manager

By: 
 Name: Svein Dyrkolbotn
 Title: Manager


[SEAL]

STATE OF FLORIDA §
 §
 COUNTY OF ALACHUA §

This instrument was ACKNOWLEDGED before me on November 17, 2015, by **SVEIN DYRKOLBOTN**, as Manager of **SHD-CELEBRATION POINTE, LLC**, a Florida limited liability company, the Manager of **CELEBRATION POINTE HOLDINGS, LLC**, a Florida limited liability company, on behalf of said Florida limited liability company, who is personally known to me or produced a _____ driver's license as identification.



My Commission Expires:


 Notary Public, State of _____

 (Printed Name of Notary Public)

WITNESS:Matilde PorchersPrint Name: Matilde PorchersRichard S. Hammon, Jr.Print Name: Richard S. Hammon, Jr.**LENDER:****BANK OF THE OZARKS**By: Brannon HamblenName: Brannon HamblenTitle: Director of Asset Management –
Real Estate Specialties Group

[SEAL]

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me on October 26, 2015, by
BRANNON HAMBLLEN, as Director of Asset Management – Real Estate Specialties Group of
BANK OF THE OZARKS, an Arkansas banking association, on behalf of said banking
association, who is personally known to me or produced a _____ driver's
license as identification.

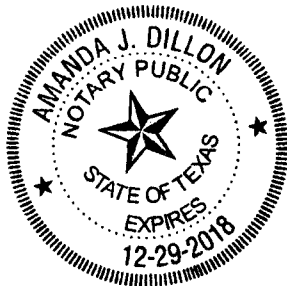
[SEAL]

Amanda J. Dillon
Notary Public, State of Texas

My Commission Expires:

12-29-2018

Amanda J. Dillon
(Printed Name of Notary Public)



ACKNOWLEDGED BY:**WITNESS:**

Jennifer L. Lenes
 Print Name: Jennifer L. Lenes

Troy K. Ey
 Print Name: Troy K. Ey

OA:

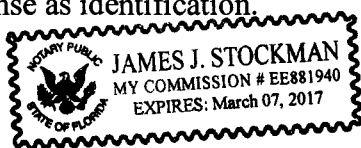
**CELEBRATION POINTE ASSOCIATION,
 INC.,**
 a Florida corporation

By: [Signature]
 Name: Svein Dyrkolbotn
 Title: Manager/Director

STATE OF Florida §
 COUNTY OF Alachua §

This instrument was ACKNOWLEDGED before me on November 17, 2015, by Svein H. Dyrkolbotn, the Director of CELEBRATION POINTE ASSOCIATION, INC., a Florida corporation, on behalf of said corporation. He (☒) is personally known to me or (☐) provided a _____ for identification, who is personally known to me or produced a _____ driver's license as identification.

[S E A L]



My Commission Expires: _____

[Signature]
 Notary Public - State of _____

Printed Name of Notary Public _____

ACKNOWLEDGED BY:

Witnesses: _____

**CELEBRATION POINTE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

Jennifer L. Tener
 Print Name: Jennifer L. Tener

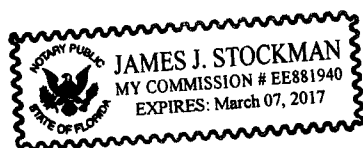
Troy K. Ey
 Print Name: Troy K. Ey

By: Jonathan Paul
 Jonathan Paul, Chairman

STATE OF FLORIDA §
 §
 COUNTY OF Alachua §

I HEREBY CERTIFY that on this day, before me, the undersigned notary public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jonathan Paul, the Chairman of **Celebration Pointe Community Development District No. 1**, to me personally known to be the person described in and who executed the foregoing instrument or has produced _____ as identification and who did take an oath, and acknowledged the execution thereof to be his/her free act and deed as such officer for the uses and purposes therein expressed, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Gainesville, Florida, this 17th day of November, 2015.



James J. Stockman
 Notary Public
 Print Name: _____

My Commission Expires: _____

(Notarial Seal)

EXHIBIT A

Mortgaged Property**PARCEL 1**

A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 207, PAGE 360 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING IN SECTIONS 10 AND 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING TWENTY-THREE (23) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 33°05'34" WEST, A DISTANCE OF 260.40 FEET TO A 1/2" REBAR & CAP (PLS 5281); (2) NORTH 49°28'50" WEST, A DISTANCE OF 14.33 FEET TO A 1/2" REBAR & CAP (ILLEGIBLE); (3) NORTH 37°48'05" WEST, A DISTANCE OF 70.14 FEET TO A 5/8" REBAR (NO ID); (4) NORTH 17°34'50" WEST, A DISTANCE OF 41.57 FEET TO A 5/8" REBAR & CAP (ILLEGIBLE); (5) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET TO A 5/8" REBAR & CAP (PLS 5281); (6) NORTH 05°22'55" WEST, A DISTANCE OF 55.98 FEET TO A 5/8" REBAR (NO ID); (7) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET TO A 1/2" REBAR (NO ID); (8) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET TO A 5/8" REBAR (NO ID); (9) NORTH 04°14'10" WEST, A DISTANCE OF 244.57 FEET TO A 5/8" REBAR & CAP (ILLEGIBLE) AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4023, PAGE 96 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; (10) NORTH 02°09'08" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 483.56 FEET TO A 5/8" REBAR & CAP (PSM 6602), (11) NORTH 01°18'44" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 200.01 FEET TO A 5/8" REBAR & CAP (PSM 6602); (12) NORTH 05°34'30" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 76.79 FEET TO A 5/8" REBAR & CAP (PSM 6602); (13) SOUTH 89°14'02" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 42.17 FEET TO A 5/8" REBAR & CAP (LB 2389); (14) NORTH 00°53'49" WEST, ALONG THE EAST LINE OF SAID LANDS AND ALONG THE WEST LINE OF THE WEST 9.25 CHAINS OF THE EAST 19.25 CHAINS OF SAID SECTION 15, A DISTANCE OF 365.29 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF SAID LANDS; (15) THENCE CONTINUE NORTH 00°53'49" WEST, ALONG SAID WEST LINE, A DISTANCE OF 357.41 FEET TO A 1/2" REBAR & CAP (LB 021) AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4015, PAGE 2353 OF THE AFOREMENTIONED PUBLIC RECORDS; (16) NORTH 00°53'53" WEST, ALONG SAID WEST LINE AND ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 118.87 FEET TO A 1/2" REBAR & CAP (LB 021); (17) NORTH 89°19'56" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 1.66 FEET TO A 1/2" REBAR & CAP (LB 021); (18) NORTH 00°41'39" WEST, ALONG THE EAST LINE OF SAID LANDS AND ALONG THE EAST LINE OF THE WEST 3/4 CHAINS OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 15, A DISTANCE OF 170.92 FEET TO A 1/2" REBAR & CAP (LB 021) AT THE NORTHEAST CORNER OF SAID LANDS; (19) NORTH 00°41'07"

WEST, ALONG SAID EAST LINE OF THE WEST 3/4 CHAINS, A DISTANCE OF 253.92 FEET TO A 5/8" REBAR & CAP (PSM 6602); (20) NORTH 16°27'54" WEST, A DISTANCE OF 32.35 FEET TO A 5/8" REBAR & CAP (PSM 6602); (21) NORTH 11°29'51" WEST, A DISTANCE OF 333.70 FEET TO A 5/8" REBAR & CAP (PSM 6602); (22) NORTH 05°59'23" WEST, A DISTANCE OF 46.57 FEET TO A 5/8" REBAR & CAP (PSM 6602); (23) NORTH 02°17'04" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 283.65 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4182, PAGE 1595 OF SAID PUBLIC RECORDS AND THE NORTHEAST CORNER OF SAID MAINTAINED RIGHT OF WAY; THENCE RUN SOUTH 87°01'45" EAST, ALONG SAID SOUTH LINE AND THE EASTERLY PROJECTION THEREOF, AND ALONG THE NORTH LINE OF SAID MAINTAINED RIGHT OF WAY, A DISTANCE OF 26.78 FEET TO A 5/8" REBAR & CAP (PSM 6602); THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID S.W. 45th STREET: (1) SOUTH 02°58'18" WEST, A DISTANCE OF 204.85 FEET A 5/8" REBAR & CAP (PSM 6602); (2) SOUTH 03°32'33" EAST, A DISTANCE OF 181.54 FEET A 5/8" REBAR & CAP (PSM 6602); (3) SOUTH 18°41'09" EAST, A DISTANCE OF 64.52 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3307, PAGE 700 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN NORTH 89°20'04" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 399.51 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD No. 93 (INTERSTATE HIGHWAY No. 75) (A 300 FOOT WIDE LIMITED ACCESS RIGHT OF WAY); THENCE RUN NORTH 32°40'19" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 567.74 FEET A 5/8" REBAR & CAP (FDOT); THENCE RUN NORTH 32°39'55" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2680.85 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE NORTH LINE OF LOT 7 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AS PER MAP RECORDED IN PLAT BOOK "A", PAGE 10 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°17'18" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2680.57 FEET TO A 1" IRON PIPE (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 00°32'40" EAST, ALONG THE WEST LINE OF SAID LOT 7 AND ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 761.46 FEET TO A 5"x5" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID LOT 7 AND SAID SECTION 10 (NORTHWEST CORNER OF AFOREMENTIONED SECTION 15); THENCE RUN NORTH 89°16'11" EAST, ALONG THE SOUTH LINE OF SAID LOT 7, THE SOUTH LINE OF SAID SECTION 10, AND THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 2198.22 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1031, PAGE 755 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN SOUTH 00°21'55" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 494.26 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE BOUNDARY OF THE LANDS DESCRIBED IN DEED BOOK 207, PAGE 360 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°18'21" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 113.36 FEET TO A 1/2" REBAR & CAP (LB 021); THENCE RUN SOUTH 09°17'01" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 731.07 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE INTERSECTION WITH THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1131, PAGE 124 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°21'55" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 610.74 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE LINE; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID FENCE LINE: (1)

SOUTH 77°51'27" WEST, A DISTANCE OF 17.67 FEET TO A 5/8" REBAR & CAP (PSM 6602); (2) NORTH 89°20'53" WEST, A DISTANCE OF 18.48 FEET TO A 5/8" REBAR & CAP (PSM 6602); (3) SOUTH 76°07'00" WEST, A DISTANCE OF 24.19 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 935, PAGE 279 OF AFOREMENTIONED PUBLIC RECORDS; (4) SOUTH 00°21'06" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 580.62 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE BOUNDARY OF THE AFOREMENTIONED LANDS DESCRIBED IN DEED BOOK 207, PAGE 360; THENCE RUN NORTH 89°16'11" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 33.37 FEET TO A 1/2" REBAR & CAP (LB 021); THENCE RUN SOUTH 00°43'49" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 330.00 FEET TO A 5/8" REBAR & CAP (PSM 6602); THENCE RUN SOUTH 21°16'05" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 112.29 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE LINE AND THE EAST LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 935, PAGE 279; THENCE RUN SOUTH 00°25'02" WEST, ALONG SAID FENCE LINE AND ALONG SAID EAST LINE, A DISTANCE OF 940.90 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE CORNER AND THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 88°25'19" EAST, ALONG AN OLD FENCE LINE AND ALONG A BOUNDARY LINE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 788, PAGE 988 OF SAID PUBLIC RECORDS, A DISTANCE OF 1346.43 FEET TO A 1" IRON PIPE (NO IDENTIFICATION); THENCE RUN SOUTH 01°41'11" EAST, ALONG AN OLD FENCE LINE, A DISTANCE OF 521.74 FEET TO A 5/8" REBAR (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 788, PAGE 990 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE MONUMENTED NORTH LINE OF SAID LANDS AND ALONG AN OLD FENCE LINE: (1) NORTH 88°53'02" EAST, A DISTANCE OF 44.00 FEET TO A 5/8" REBAR & CAP (LS 3524); (2) NORTH 87°38'23" EAST, A DISTANCE OF 48.53 FEET TO A 5/8" REBAR & CAP (LS 3524); (3) NORTH 85°54'44" EAST, A DISTANCE OF 302.44 FEET TO A 5/8" REBAR & CAP (LS 3524); (4) NORTH 89°08'40" EAST, A DISTANCE OF 85.60 FEET TO A POINT LYING 1 FOOT SOUTH OF A 5/8" REBAR & CAP (LS 3524) (OFFSET CORNER); (5) NORTH 86°27'14" EAST, A DISTANCE OF 183.02 FEET TO THE POINT OF BEGINNING. CONTAINING 209.97 ACRES OF LAND.

PARCEL 2

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3986, PAGE 2420 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, OF SAID ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN SOUTH 33°05'34" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 51.55 FEET; THENCE RUN SOUTH 31°36'51" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 19.98 FEET TO A 1/2" REBAR AND CAP (RLS 4116) AT THE NORTHEASTERLY CORNER OF BLOCK 1 OF SAID

ORANGE CITY; THENCE RUN SOUTH 57°58'25" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 1, AND THE SOUTHERLY RIGHT OF WAY LINE OF A 20 FOOT WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF ORANGE CITY (NOT OPEN), A DISTANCE OF 40.65 FEET AND THE POINT OF BEGINNING; THENCE RUN SOUTH 31°35'14" EAST, A DISTANCE OF 383.10 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 24 (SW ARCHER ROAD)(RIGHT OF WAY WIDTH VARIES); THENCE RUN SOUTH 57°56'18" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 199.96 FEET; THENCE RUN NORTH 31°31'11" WEST, A DISTANCE OF 192.50 FEET; THENCE RUN NORTH 58°28'49" EAST, A DISTANCE OF 191.73 FEET; THENCE RUN NORTH 31°35'14" WEST, A DISTANCE OF 192.43 FEET TO SAID NORTH LINE OF BLOCK 1 AND SAID SOUTHERLY RIGHT OF WAY LINE OF A 20 FOOT WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF ORANGE CITY (NOT OPEN); THENCE RUN NORTH 57°58'25" EAST, ALONG SAID NORTHERLY LINE AND SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.91 ACRES OF LAND.

PARCEL 3 (NGB Parcel - Sliver)

NGB RIGHT OF WAY (CELEBRATION POINTE HOLDINGS 2 PARCEL)

A PARCEL LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF TAX PARCEL No. 06817-003-000 SAID ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 01°00'13" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 73.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.W. ARCHER ROAD (STATE ROAD No. 24) (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN SOUTH 58°07'11" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 18.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 58°07'11" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.75 FEET, THROUGH A CENTRAL ANGLE OF 05°22'40", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 17°03'44" WEST, 3.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 363.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 245.49 FEET, THROUGH A CENTRAL ANGLE OF 38°44'55", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°22'37" WEST, 240.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 290.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 100.85 FEET, THROUGH A CENTRAL ANGLE OF 19°55'31", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 09°02'05" EAST, 100.34 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°55'40" WEST, A DISTANCE OF 452.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.08 FEET, THROUGH A CENTRAL ANGLE OF 63°15'23", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 30°42'01" EAST, 20.98 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°55'40" WEST, A DISTANCE OF 126.84 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1245 OF SAID PUBLIC

RECORDS; THENCE RUN SOUTH 89°54'48" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 15.73 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, A POINT ON THE EAST LINE OF SAID SECTION 15, AND A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 43rd STREET (A 60 FOOT RIGHT OF WAY); THENCE RUN SOUTH 00°57'43" EAST, ALONG SAID EAST SECTION LINE AND ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.52 FEET TO THE NORTHERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1933, PAGE 1662 OF SAID PUBLIC RECORDS AND THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 150.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY LINE OF SAID LANDS, AN ARC DISTANCE OF 56.09 FEET, THROUGH A CENTRAL ANGLE OF 21°25'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 09°52'16" WEST, 55.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID LANDS, AN ARC DISTANCE OF 140.80 FEET, THROUGH A CENTRAL ANGLE OF 38°24'58", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°22'36" WEST, 138.18 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING. CONTAINING 28,613 SQUARE FEET.

PARCEL 4 (NGB Parcel - Remainder)

THAT CERTAIN REAL PROPERTY LYING AND BEING IN ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, THENCE RUN N 22.25 CHS., THENCE RUN W 19.25 CHS.; THENCE RUN S 18.75 CHS.; THENCE RUN N 60° E PARALLEL TO SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY 7.85 CHS.; THENCE RUN S 30° E 6.45 CHS.; THENCE RUN N 60° E 4.24 CHS.; THENCE RUN S 30° E 4.5 CHS. TO S LINE; THENCE RUN E 3 CHS. TO THE POINT OF BEGINNING. LESS THAT CERTAIN REAL PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 175, PAGE 216 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND LESS:

ALSO THAT CERTAIN REAL PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED IN O.R. BOOK 47, PAGE 562 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LESS THAT CERTAIN REAL PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED IN O.R. BOOK 1232, PAGE 261 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. AND ALSO LESS THE RIGHT-OF-WAY FOR STATE ROAD 24.

AND ALSO LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 241, PAGE 395, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF SECTION FIFTEEN (15), TOWNSHIP TEN (10) SOUTH, RANGE NINETEEN (19) EAST, AND THENCE RUN SOUTH 00° 08' 43" WEST 1,165.56 FEET; THENCE RUN NORTH 89°00'00" WEST 1,200.34 FEET; THENCE RUN SOUTH 01°57'00" EAST 432.30 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 01°57'00" EAST 776.16 FEET; THENCE RUN NORTH 58°10'00" EAST 490.38; THENCE RUN

NORTH 12°03'03" WEST 536.11 FEET; THENCE RUN NORTH 89°00'00" WEST 310.76 FEET TO THE POINT OF BEGINNING. THE SAME LYING AND BEING IN THE EAST HALF OF THE SOUTHEAST QUARTER (SE¼) OF SECTION FIFTEEN (15), TOWNSHIP TEN (10) SOUTH, RANGE NINETEEN (19) EAST, ALACHUA COUNTY, FLORIDA.

AND ALSO LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 1933, PAGE 1662, DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN THENCE SOUTH 00°51'46" EAST, ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4, A DISTANCE OF 2413.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°51'46" EAST, ALONG SAID EAST BOUNDARY 206.94 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 24 (ARCHER ROAD); THENCE SOUTH 57°59'54" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 30.83 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°08'58", AN ARC DISTANCE OF 33.23 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°55'25" EAST, 30.83 FEET, SAID END OF CURVE BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 210.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°44'19", AN ARC DISTANCE OF 141.98 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 01°13'05" EAST, 139.30 FEET SAID END OF CURVE BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°27'01", AN ARC DISTANCE OF 56.16 FEET TO THE END OF SAID CURVE AND TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 09°51'44" EAST, 55.83 FEET.

AND ALSO LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1245, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND RUN THENCE SOUTH 00° 51' 46" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (1/4), A DISTANCE OF 1171.33 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE POINT OF BEGINNING OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CHANCERY ORDERS BOOK Y, PAGE 22 OF SAID PUBLIC RECORDS; THENCE CONTINUE SOUTH 00° 51' 46" EAST, ALONG SAID EAST LINE, 512.47 FEET; THENCE NORTH 89° 51' 46" WEST, 452.85 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 718, PAGE 131 OF SAID PUBLIC RECORDS; THENCE NORTH 15° 50' 32" WEST,

ALONG THE EASTERLY LINE OF SAID PARCEL (O.R. 718, PAGE 131), 81.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL (O.R. 718, PAGE 131); THENCE NORTH 89° 51' 46" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL (O.R. 718, PAGE 131); 400.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL (O.R. 718, PAGE 131); THENCE SOUTH 13° 01' 56" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL (O.R. 718, PAGE 131); 536.11 FEET TO THE EASTERLY MOST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1232, PAGE 261 OF SAID PUBLIC RECORDS; THENCE NORTH 89° 58' 14" WEST, ALONG THE NORTH LINE OF SAID PARCEL (O.R. BOOK 1232, PAGE 261), 404.22 FEET; THENCE NORTH 02° 58' 22" WEST ALONG THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 241, PAGE 395 OF SAID PUBLIC RECORDS, 522.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL (O.R. 241, PAGE 395); THENCE CONTINUE NORTH 02° 58' 22" WEST, 435.10 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CHANCERY ORDERS BOOK Y, PAGE 22 OF SAID PUBLIC RECORDS; THENCE SOUTH 89° 51' 34", EAST ALONG THE NORTH LINE OF SAID PARCEL (CHANCERY ORDERS BOOK Y, PAGE 22), 1200.69 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT

A PARCEL LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF TAX PARCEL No. 06817-003-000 SAID ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 01°00'13" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 73.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.W. ARCHER ROAD (STATE ROAD No. 24) (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN SOUTH 58°07'11" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 18.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 58°07'11" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.75 FEET, THROUGH A CENTRAL ANGLE OF 05°22'40", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 17°03'44" WEST, 3.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 363.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 245.49 FEET, THROUGH A CENTRAL ANGLE OF 38°44'55", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°22'37" WEST, 240.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 290.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 100.85 FEET, THROUGH A CENTRAL ANGLE OF 19°55'31", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 09°02'05" EAST, 100.34 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°55'40" WEST, A DISTANCE OF 452.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.08 FEET, THROUGH A CENTRAL ANGLE OF 63°15'23", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 30°42'01" EAST, 20.98 FEET TO THE POINT OF

TANGENCY; THENCE RUN NORTH 00°55'40" WEST, A DISTANCE OF 126.84 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1245 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°54'48" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 15.73 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, A POINT ON THE EAST LINE OF SAID SECTION 15, AND A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 43rd STREET (A 60 FOOT RIGHT OF WAY); THENCE RUN SOUTH 00°57'43" EAST, ALONG SAID EAST SECTION LINE AND ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.52 FEET TO THE NORTHERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1933, PAGE 1662 OF SAID PUBLIC RECORDS AND THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 150.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY LINE OF SAID LANDS, AN ARC DISTANCE OF 56.09 FEET, THROUGH A CENTRAL ANGLE OF 21°25'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 09°52'16" WEST, 55.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID LANDS, AN ARC DISTANCE OF 140.80 FEET, THROUGH A CENTRAL ANGLE OF 38°24'58", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°22'36" WEST, 138.18 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING. CONTAINING 6.41 ACRES.

Recording \$ 112.00
Doc Stamps \$
Intangible Tax \$
Total \$ 112.00

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2973032 13 PG(S)
January 25, 2016 04:25:57 PM
Book 4405 Page 1769
J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:



Hartman Simons & Wood LLP
6400 Powers Ferry Road
Suite 400
Atlanta, Georgia 30339
Attention: John H. Lewis, Esq.

NOTICE OF PARKING LICENSE AGREEMENT

This **NOTICE OF PARKING LICENSE AGREEMENT** (the "Notice") is made this 23 day of December, 2015, by and between **CELEBRATION POINTE HOLDINGS, LLC**, a Florida limited liability company ("CPH"), and **McROCK, LLC**, a Florida limited liability company ("McRock").

Notice is hereby given of the following:

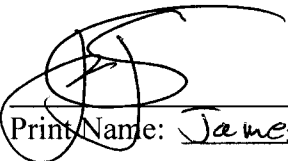
1. CPH is the owner of certain real property located in Gainesville, Alachua County, Florida, intended to be developed as a mixed-use project, as more particularly described on **Exhibit A** attached hereto.
2. McRock has acquired from CPH as of the date hereof a certain parcel of property located within the Development as more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "McRock Parcel").
3. CPH and McRock have entered into a certain Parking License Agreement of even date herewith (the "Agreement").
4. Pursuant to the Agreement, CPH has granted to McRock a non-exclusive license to use up to one hundred eighty (180) parking spaces within a certain parking garage structure to be constructed within the Development by CPH, from and after the date upon which a certain office building anticipate to be constructed by McRock upon the McRock Parcel (the "Office Building") opens for business, and continuing for so long as McRock or its successor in interest is operating the Office Building.
5. The Agreement also provides for certain temporary surface parking in the event that the garage structure is not completed by the time the Office Building opens for business.
6. In the event of any conflict between this Notice and the Agreement, the terms, conditions and provisions of the Agreement shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Notice as of the day and year first above written.

Witnesses:


Print Name: Denise L. Hutson


Print Name: James J. Szekearam

CPH:

CELEBRATION POINTE HOLDINGS, LLC,
a Florida limited liability company

By: **SHD-CELEBRATION POINTE, LLC,**
a Florida limited liability company,
Manager


By: _____
Name: Svein Dyrkolbotn
Title: Manager

STATE OF FLORIDA §
 §
COUNTY OF ALACHUA §

This instrument was ACKNOWLEDGED before me on December 23, 2015, by **SVEIN DYRKOLBOTN**, as Manager of **SHD-CELEBRATION POINTE, LLC**, a Florida limited liability company, the Manager of **CELEBRATION POINTE HOLDINGS, LLC**, a Florida limited liability company, on behalf of said Florida limited liability company, who is personally known to me or produced a _____ driver's license as identification.

[S E A L]

 **DENISE LOWRY HUTSON**
MY COMMISSION # FF 162753
EXPIRES: December 12, 2018
Member Thru Budget Notary Services

My Commission Expires _____



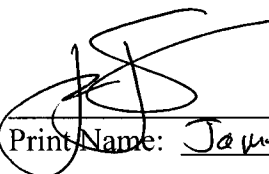
Notary Public, State of Florida

Denise L. Hutson
(Printed Name of Notary Public)

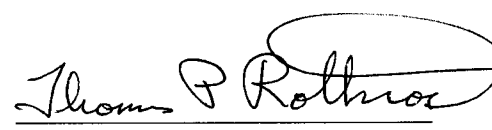
Witnesses:



Print Name: Denise L. Hutson
McROCK:
McROCK, LLC, a Florida limited liability
company



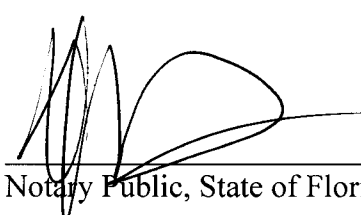
Print Name: James J. Stockman

By: 
Name: Thomas P. Rothrock
Title: President

STATE OF FLORIDA §
 §
COUNTY OF ALACHUA §

This instrument was ACKNOWLEDGED before me on December 23, 2015, by Thomas P. Rothrock, as President of **McROCK, LLC**, a Florida limited liability company, on behalf of said Florida limited liability company, who is personally known to me or produced a current FDL driver's license as identification.

[SEAL]  **DENISE LOWRY HUTSON**
MY COMMISSION # FF 162753
EXPIRES: December 12, 2018
Bonded Thru Budget Notary Services



Notary Public, State of Florida

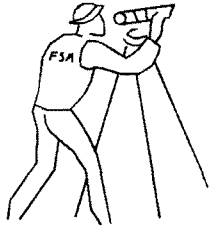
My Commission Expires:

DENISE LOWRY HUTSON

(Printed Name of Notary Public)

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT



FLOWERS SURVEYING
AND MAPPING INC
207 SE CONDOR GLEN
HIGH SPRINGS, FL 32643
(386) 454-8147

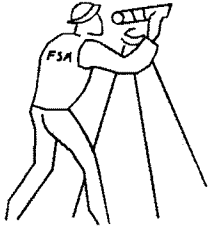
LAND SURVEYORS

CELEBRATION POINTE

Legal Description:

A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 207, PAGE 360 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING IN SECTIONS 10 AND 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

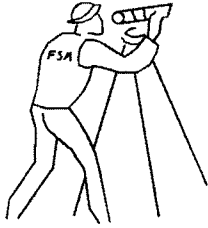
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING TWENTY-THREE (23) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 33°05'34" WEST, A DISTANCE OF 260.40 FEET TO A 1/2" REBAR & CAP (PLS 5281); (2) NORTH 49°28'50" WEST, A DISTANCE OF 14.33 FEET TO A 1/2" REBAR & CAP (ILLEGIBLE); (3) NORTH 37°48'05" WEST, A DISTANCE OF 70.14 FEET TO A 5/8" REBAR (NO ID); (4) NORTH 17°34'50" WEST, A DISTANCE OF 41.57 FEET TO A 5/8" REBAR & CAP (ILLEGIBLE); (5) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET TO A 5/8" REBAR & CAP (PLS 5281); (6) NORTH 05°22'55" WEST, A DISTANCE OF 55.98 FEET TO A 5/8" REBAR (NO ID); (7) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET TO A 1/2" REBAR (NO ID); (8) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET TO A 5/8" REBAR (NO ID); (9) NORTH 04°14'10" WEST, A DISTANCE OF 244.57 FEET TO A 5/8" REBAR & CAP (ILLEGIBLE) AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4023, PAGE 96 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; (10) NORTH 02°09'08" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 483.56 FEET TO A 5/8" REBAR & CAP (PSM 6602), (11) NORTH 01°18'44" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 200.01 FEET TO A 5/8" REBAR & CAP (PSM 6602); (12) NORTH 05°34'30" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 76.79 FEET TO A 5/8" REBAR & CAP (PSM 6602); (13) SOUTH 89°14'02" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 42.17 FEET TO A 5/8" REBAR & CAP (LB 2389); (14) NORTH 00°53'49" WEST, ALONG THE EAST LINE OF SAID LANDS AND ALONG THE



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WEST LINE OF THE WEST 9.25 CHAINS OF THE EAST 19.25 CHAINS OF SAID SECTION 15, A DISTANCE OF 365.29 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF SAID LANDS; (15) THENCE CONTINUE NORTH 00°53'49" WEST, ALONG SAID WEST LINE, A DISTANCE OF 357.41 FEET TO A 1/2" REBAR & CAP (LB 021) AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4015, PAGE 2353 OF THE AFOREMENTIONED PUBLIC RECORDS; (16) NORTH 00°53'53" WEST, ALONG SAID WEST LINE AND ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 118.87 FEET TO A 1/2" REBAR & CAP (LB 021); (17) NORTH 89°19'56" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 1.66 FEET TO A 1/2" REBAR & CAP (LB 021); (18) NORTH 00°41'39" WEST, ALONG THE EAST LINE OF SAID LANDS AND ALONG THE EAST LINE OF THE WEST 3/4 CHAINS OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 15, A DISTANCE OF 170.92 FEET TO A 1/2" REBAR & CAP (LB 021) AT THE NORTHEAST CORNER OF SAID LANDS; (19) NORTH 00°41'07" WEST, ALONG SAID EAST LINE OF THE WEST 3/4 CHAINS, A DISTANCE OF 253.92 FEET TO A 5/8" REBAR & CAP (PSM 6602); (20) NORTH 16°27'54" WEST, A DISTANCE OF 32.35 FEET TO A 5/8" REBAR & CAP (PSM 6602); (21) NORTH 11°29'51" WEST, A DISTANCE OF 333.70 FEET TO A 5/8" REBAR & CAP (PSM 6602); (22) NORTH 05°59'23" WEST, A DISTANCE OF 46.57 FEET TO A 5/8" REBAR & CAP (PSM 6602); (23) NORTH 02°17'04" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 283.65 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4182, PAGE 1595 OF SAID PUBLIC RECORDS AND THE NORTHEAST CORNER OF SAID MAINTAINED RIGHT OF WAY; THENCE RUN SOUTH 87°01'45" EAST, ALONG SAID SOUTH LINE AND THE EASTERLY PROJECTION THEREOF, AND ALONG THE NORTH LINE OF SAID MAINTAINED RIGHT OF WAY, A DISTANCE OF 26.78 FEET TO A 5/8" REBAR & CAP (PSM 6602); THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID S.W. 45th STREET: (1) SOUTH 02°58'18" WEST, A DISTANCE OF 204.85 FEET A 5/8" REBAR & CAP (PSM 6602); (2) SOUTH 03°32'33" EAST, A DISTANCE OF 181.54 FEET A 5/8" REBAR & CAP (PSM 6602); (3) SOUTH 18°41'09" EAST, A DISTANCE OF 64.52 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3307, PAGE 700 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN NORTH 89°20'04" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 399.51 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD No. 93 (INTERSTATE HIGHWAY No. 75) (A 300 FOOT WIDE LIMITED ACCESS RIGHT OF WAY); THENCE RUN NORTH 32°40'19" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 567.74 FEET A 5/8" REBAR & CAP



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(FDOT); THENCE RUN NORTH 32°39'55" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2680.85 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE NORTH LINE OF LOT 7 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AS PER MAP RECORDED IN PLAT BOOK "A", PAGE 10 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°17'18" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2680.57 FEET TO A 1" IRON PIPE (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 00°32'40" EAST, ALONG THE WEST LINE OF SAID LOT 7 AND ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 761.46 FEET TO A 5"x5" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID LOT 7 AND SAID SECTION 10 (NORTHWEST CORNER OF AFOREMENTIONED SECTION 15); THENCE RUN NORTH 89°16'11" EAST, ALONG THE SOUTH LINE OF SAID LOT 7, THE SOUTH LINE OF SAID SECTION 10, AND THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 2198.22 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1031, PAGE 755 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN SOUTH 00°21'55" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 494.26 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE BOUNDARY OF THE LANDS DESCRIBED IN DEED BOOK 207, PAGE 360 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°18'21" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 113.36 FEET TO A 1/2" REBAR & CAP (LB 021); THENCE RUN SOUTH 09°17'01" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 731.07 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE INTERSECTION WITH THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1131, PAGE 124 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°21'55" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 610.74 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE LINE; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID FENCE LINE: (1) SOUTH 77°51'27" WEST, A DISTANCE OF 17.67 FEET TO A 5/8" REBAR & CAP (PSM 6602); (2) NORTH 89°20'53" WEST, A DISTANCE OF 18.48 FEET TO A 5/8" REBAR & CAP (PSM 6602); (3) SOUTH 76°07'00" WEST, A DISTANCE OF 24.19 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 935, PAGE 279 OF AFOREMENTIONED PUBLIC RECORDS; (4) SOUTH 00°21'06" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 580.62 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE BOUNDARY OF THE AFOREMENTIONED LANDS DESCRIBED IN DEED BOOK 207, PAGE 360; THENCE RUN NORTH 89°16'11" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 33.37 FEET TO A 1/2" REBAR & CAP (LB 021); THENCE RUN SOUTH 00°43'49" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 330.00 FEET TO A 5/8"



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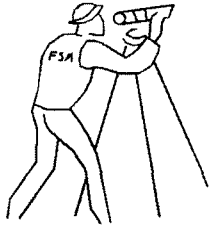
LAND SURVEYORS

REBAR & CAP (PSM 6602); THENCE RUN SOUTH 21°16'05" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 112.29 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE LINE AND THE EAST LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 935, PAGE 279; THENCE RUN SOUTH 00°25'02" WEST, ALONG SAID FENCE LINE AND ALONG SAID EAST LINE, A DISTANCE OF 940.90 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE CORNER AND THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 88°25'19" EAST, ALONG AN OLD FENCE LINE AND ALONG A BOUNDARY LINE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 788, PAGE 988 OF SAID PUBLIC RECORDS, A DISTANCE OF 1346.43 FEET TO A 1" IRON PIPE (NO IDENTIFICATION); THENCE RUN SOUTH 01°41'11" EAST, ALONG AN OLD FENCE LINE, A DISTANCE OF 521.74 FEET TO A 5/8" REBAR (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 788, PAGE 990 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE MONUMENTED NORTH LINE OF SAID LANDS AND ALONG AN OLD FENCE LINE: (1) NORTH 88°53'02" EAST, A DISTANCE OF 44.00 FEET TO A 5/8" REBAR & CAP (LS 3524); (2) NORTH 87°38'23" EAST, A DISTANCE OF 48.53 FEET TO A 5/8" REBAR & CAP (LS 3524); (3) NORTH 85°54'44" EAST, A DISTANCE OF 302.44 FEET TO A 5/8" REBAR & CAP (LS 3524); (4) NORTH 89°08'40" EAST, A DISTANCE OF 85.60 FEET TO A POINT LYING 1 FOOT SOUTH OF A 5/8" REBAR & CAP (LS 3524) (OFFSET CORNER); (5) NORTH 86°27'14" EAST, A DISTANCE OF 183.02 FEET TO THE POINT OF BEGINNING. CONTAINING 209.97 ACRES, MORE OR LESS.

TOGETHER WITH

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3986, PAGE 2420 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, OF SAID ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN SOUTH 33°05'34" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 51.55 FEET; THENCE RUN SOUTH 31°36'51" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 19.98 FEET TO A 1/2" REBAR AND CAP (RLS 4116) AT THE



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LAND SURVEYORS

NORTHEASTERLY CORNER OF BLOCK 1 OF SAID ORANGE CITY; THENCE RUN SOUTH 57°58'25" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 1, AND THE SOUTHERLY RIGHT OF WAY LINE OF A 20 FOOT WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF ORANGE CITY (NOT OPEN), A DISTANCE OF 40.65 AND THE POINT OF BEGINNING; THENCE RUN SOUTH 31°35'14" EAST, A DISTANCE OF 383.10 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 24 (SW ARCHER ROAD)(RIGHT OF WAY WIDTH VARIES); THENCE RUN SOUTH 57°56'18" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 199.96 FEET; THENCE RUN NORTH 31°31'11" WEST, A DISTANCE OF 192.50 FEET; THENCE RUN NORTH 58°28'49" EAST, A DISTANCE OF 191.73 FEET; THENCE RUN NORTH 31°35'14" WEST, A DISTANCE OF 192.43 FEET TO SAID NORTH LINE OF BLOCK 1 AND SAID SOUTHERLY RIGHT OF WAY LINE OF A 20 FOOT WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF ORANGE CITY (NOT OPEN); THENCE RUN NORTH 57°58'25" EAST, ALONG SAID NORTHERLY LINE AND SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING. CONTAINING 39,819 SQUARE FEET (0.91 ACRES), MORE OR LESS.

ALSO TOGETHER WITH PARCELS "A", "B", AND "C"
PARCEL "A"

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN SOUTH 00°03'15" WEST, ALONG THE EAST LINE OF SAID SECTION 15, 1710.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°03'15" WEST, ALONG SAID EAST LINE, 282.01 FEET; THENCE RUN NORTH 89°43'15" WEST, 443.60 FEET TO THE EASTERLY RIGHT OF WAY LINE OF A 80 FOOT ACCESS ROAD; THENCE RUN NORTH 31°59'15" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 270.91 FEET; THENCE RUN NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY SAID CURVE HAVING A CENTRAL ANGLE OF 122°13'39", A RADIUS OF 34.26 FEET, AN ARC LENGTH OF 73.09 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29°07'35" EAST, 60.00 FEET; THENCE RUN SOUTH 89°45'36" EAST, 558.17 FEET TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ALACHUA COUNTY, FLORIDA.

AND



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AND MAPPING INC
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LAND SURVEYORS

PARCEL "B"

A PARCEL OF LAND BEING SITUATED IN THE NORTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

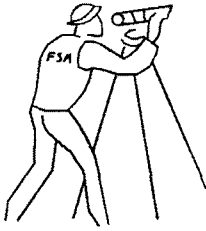
FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14, THENCE RUN SOUTH 00°03'15" WEST ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1710.04 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°51'45" EAST, A DISTANCE OF 294.33 FEET; THENCE RUN SOUTH 00°03'15" WEST, PARALLEL WITH SAID WEST LINE A DISTANCE OF 282.01 FEET; THENCE RUN SOUTH 89°51'45" WEST, A DISTANCE OF 294.33 FEET TO SAID WEST LINE; THENCE RUN NORTH 00°03'15" EAST ALONG SAID WEST LINE A DISTANCE OF 282.01 FEET TO THE POINT OF BEGINNING.

AND

PARCEL "C"

A PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 14; THENCE RUN NORTH 89 DEG. 09 MIN. 28 SEC. EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4), A DISTANCE OF 262.92 FEET; THENCE RUN SOUTH 00 DEG. 36 MIN. 50 SEC. EAST, A DISTANCE OF 74.72 FEET TO THE RIGHT-OF-WAY LINE OF SOUTHWEST 42ND WAY AND A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73 DEG. 06 MIN. 22 SEC., AN ARC LENGTH OF 63.80 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 52 DEG. 49 MIN. 59 SEC. WEST, 59.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 89 DEG. 09 MIN. 28 SEC. WEST, A DISTANCE OF 215.24 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID



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SECTION 14; THENCE RUN NORTH 00 DEG. 31 MIN. 52 SEC. WEST ALONG SAID WEST LINE,
A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

CELEBRATION POINTE CONTAINS 216.83 ACRES, MORE OR LESS.

EXHIBIT B**LEGAL DESCRIPTION OF THE MCROCK PARCEL**

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE: THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25) (RIGHT OF WAY WIDTH VARIES): THENCE RUN THE FOLLOWING TEN (10) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 33°05'34" WEST, A DISTANCE OF 260.40 FEET; (2) NORTH 49°28'50" WEST, A DISTANCE OF 14.33 FEET; (3) NORTH 37°48'05" WEST, A DISTANCE OF 70.14 FEET; (4) NORTH 17°34'50" WEST, A DISTANCE OF 41.57 FEET; (5) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET; (6) NORTH 05°22'55" WEST, A DISTANCE OF 55.98 FEET; (7) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET; (8) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET; (9) NORTH 04°14'10" WEST, A DISTANCE OF 244.57 FEET; (10) NORTH 02°09'08" WEST, A DISTANCE OF 79.79 FEET: THENCE RUN SOUTH 72°34'23" WEST, A DISTANCE OF 12.45 FEET: THENCE RUN SOUTH 73°13'17" WEST, A DISTANCE OF 4.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 354.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 212.08 FEET, THROUGH A CENTRAL ANGLE OF 34°19'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 34°16'46" WEST, 208.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 773.60 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 694.56 FEET THROUGH A CENTRAL ANGLE OF 51°26'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 25°43'16" WEST, 671.47 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 687.39 FEET: THENCE RUN DUE WEST, A DISTANCE OF 4.00 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 757.06 FEET; THENCE RUN DUE WEST, A DISTANCE OF 959.51 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 5.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1.49 FEET, THROUGH A CENTRAL ANGLE OF 17°06'36", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 65°32'05" WEST, 1.49 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 74°05'23" WEST, A DISTANCE OF 74.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.84 FEET, THROUGH A CENTRAL ANGLE OF 89°53'43", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°57'46" WEST, 7.06 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 16°00'54" WEST, A DISTANCE OF 152.47 FEET; THENCE RUN NORTH 87°30'06" WEST, A DISTANCE OF 57.61 FEET; THENCE RUN NORTH 07°33'48" EAST, A DISTANCE OF 24.65 FEET; THENCE RUN SOUTH 74°05'23" WEST, A DISTANCE OF 2.68 FEET; THENCE RUN NORTH 17°44'36" WEST, A DISTANCE OF 12.72 FEET; THENCE RUN NORTH 74°58'11" EAST, A DISTANCE OF 8.56 FEET; THENCE RUN NORTH 07°33'48" EAST, A DISTANCE OF 63.95 FEET; THENCE RUN NORTH 74°05'23" EAST, A DISTANCE OF 18.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 80.00 FEET: THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.76 FEET, THROUGH A CENTRAL ANGLE OF 54°58'24", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 46°36'11" EAST, 73.85 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 19°06'59" EAST, A DISTANCE OF 39.71 FEET TO THE BEGINNING OF A NON-TANGENT

CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.85 FEET, THROUGH A CENTRAL ANGLE OF 90°00'01", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 64°05'32" EAST, 7.07 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 70°54'28" EAST, A DISTANCE OF 77.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.18 FEET, THROUGH A CENTRAL ANGLE OF 70°53'56", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 35°27'30" EAST, 5.80 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 00°02'10" EAST, A DISTANCE OF 22.47 FEET; THENCE RUN SOUTH 19°05'31" WEST, A DISTANCE OF 67.72 FEET: THENCE RUN SOUTH 52°09'03" EAST, A DISTANCE OF 6.03 FEET: THENCE RUN SOUTH 32°35'45" WEST, A DISTANCE OF 24.43 FEET: THENCE RUN SOUTH 19°05'31" WEST, A DISTANCE OF 9.39 FEET; THENCE RUN SOUTH 72°20'45" EAST, A DISTANCE OF 19.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.39 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 31.47 FEET, THROUGH A CENTRAL ANGLE OF 08°34'17", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°08'55" WEST, 31.34 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 72°20'45" WEST, A DISTANCE OF 22.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 185.00 FEET: THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.02 FEET, THROUGH A CENTRAL ANGLE OF 16°06'43", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 07°41'42" EAST, 51.85 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 15°54'43" EAST, A DISTANCE OF 101.78 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS OVER AND ACROSS THE PARCEL DESCRIBED AS THE MAJOR ROADWAY ACCESS EASEMENT AND THE PARCEL DESCRIBED AS THE PUBLIC ROAD, BOTH PARCELS BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT C OF THE MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 4396, PAGE 785, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

STATE OF FLORIDA
COUNTY OF ALACHUA



Preparer's name and address:
BellSouth Telecommunications, LLC
C/O S L Barber/REST
380 S. Courtenay Pkwy.
Merritt Island, FL 32952

Grantee's Name and Address
BellSouth Telecommunications, LLC
400 SW 2nd Ave. Rd.
Gainesville, FL 32601

EASEMENT

For and in consideration of one dollar (\$ 1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Southeast**, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as Grantee), a exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, along, and under a portion of the lands described in Official Records Deed Book 207, Page 360, Alachua County, Florida Records, and to the fullest extent the Grantor has the power to grant, upon, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

A Portion of the lands lying in Section 10 and 15, Township 10 South, Range 19 East, Meridian, Alachua County, State of Florida, consisting of a parcel of land described in the attached Exhibit "1" (survey and legal description)

The following rights are also granted: the right to allow any other person, firm, or corporation to attach wires or lay cable or conduit upon and under said easement for communications; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Southeast and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licenses, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:
See EXHIBIT A AND B ATTACHED.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 11th day of February, 2016.

Signed Sealed and delivered in the presence of:

[Signature]
Celebration Pointe Holdings, LLC

Address: 2579 SW 87th Dr., Gainesville FL 32608

[Signature]
Witness
(Print Name) Jennifer L Tener

Print Name: Svein Dyrkolbotn

Title: Manager of Manager

[Signature]
Witness
(Print Name) John Trimble

Attest: _____

State of Florida, County of Alachua

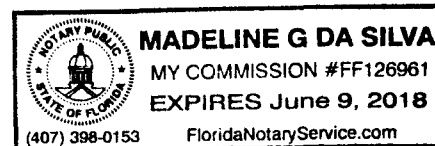
I HEREBY CERTIFY that Svein Dyrkolbotn, personally appeared before me and acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this 11th day of February, 2016, by Svein Dyrkolbotn mgem (name and title of officer) of Celebration Pointe Holdings, LLC (name of limited liability Company), a corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ Identification and who did/did not take an oath.

Witness my hand and official seal in the County and State aforesaid, this 11th day of February, 2016

[Signature]
Notary Public
(Print Name) Madeline DaSilva

My Commission Expires: 06/09/18

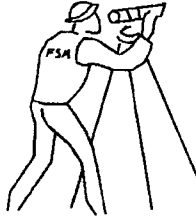
Commission Number FF126961



TO BE COMPLETED BY GRANTEE

| | | | |
|-----------|-------------|-----------------|-----------|
| District | FRC | Wire Center/NXX | Authority |
| Drawing | Area Number | Plat Number | RWID |
| Parcel ID | Approval | Title | |

EXHIBIT 1



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CELEBRATION POINTE

Legal Description:

BLANKET EASEMENT

A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 207, PAGE 360 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING IN SECTIONS 10 AND 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

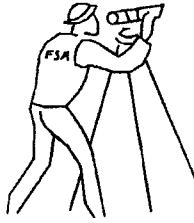
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING TWENTY-THREE (23) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 33°05'34" WEST, A DISTANCE OF 260.40 FEET TO A 1/2" REBAR & CAP (PLS 5281); (2) NORTH 49°28'50" WEST, A DISTANCE OF 14.33 FEET TO A 1/2" REBAR & CAP (ILLEGIBLE); (3) NORTH 37°48'05" WEST, A DISTANCE OF 70.14 FEET TO A 5/8" REBAR (NO ID); (4) NORTH 17°34'50" WEST, A DISTANCE OF 41.57 FEET TO A 5/8" REBAR & CAP (ILLEGIBLE); (5) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET TO A 5/8" REBAR & CAP (PLS 5281); (6) NORTH 05°22'55" WEST, A DISTANCE OF 55.98 FEET TO A 5/8" REBAR (NO ID); (7) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET TO A 1/2" REBAR (NO ID); (8) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET TO A 5/8" REBAR (NO ID); (9) NORTH 04°14'10" WEST, A DISTANCE OF 244.57 FEET TO A 5/8" REBAR & CAP (ILLEGIBLE) AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4023, PAGE 96 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; (10) NORTH 02°09'08" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 483.56 FEET TO A 5/8" REBAR & CAP (PSM 6602), (11) NORTH 01°18'44" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 200.01 FEET TO A 5/8" REBAR & CAP (PSM 6602); (12) NORTH 05°34'30" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 76.79 FEET TO A 5/8" REBAR & CAP (PSM 6602); (13) SOUTH 89°14'02" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 42.17 FEET TO A 5/8" REBAR & CAP (LB 2389);



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(14) NORTH 00°53'49" WEST, ALONG THE EAST LINE OF SAID LANDS AND ALONG THE WEST LINE OF THE WEST 9.25 CHAINS OF THE EAST 19.25 CHAINS OF SAID SECTION 15, A DISTANCE OF 365.29 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF SAID LANDS; (15) THENCE CONTINUE NORTH 00°53'49" WEST, ALONG SAID WEST LINE, A DISTANCE OF 357.41 FEET TO A 1/2" REBAR & CAP (LB 021) AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4015, PAGE 2353 OF THE AFOREMENTIONED PUBLIC RECORDS; (16) NORTH 00°53'53" WEST, ALONG SAID WEST LINE AND ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 118.87 FEET TO A 1/2" REBAR & CAP (LB 021); (17) NORTH 89°19'56" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 1.66 FEET TO A 1/2" REBAR & CAP (LB 021); (18) NORTH 00°41'39" WEST, ALONG THE EAST LINE OF SAID LANDS AND ALONG THE EAST LINE OF THE WEST 3/4 CHAINS OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 15, A DISTANCE OF 170.92 FEET TO A 1/2" REBAR & CAP (LB 021) AT THE NORTHEAST CORNER OF SAID LANDS; (19) NORTH 00°41'07" WEST, ALONG SAID EAST LINE OF THE WEST 3/4 CHAINS, A DISTANCE OF 253.92 FEET TO A 5/8" REBAR & CAP (PSM 6602); (20) NORTH 16°27'54" WEST, A DISTANCE OF 32.35 FEET TO A 5/8" REBAR & CAP (PSM 6602); (21) NORTH 11°29'51" WEST, A DISTANCE OF 333.70 FEET TO A 5/8" REBAR & CAP (PSM 6602); (22) NORTH 05°59'23" WEST, A DISTANCE OF 46.57 FEET TO A 5/8" REBAR & CAP (PSM 6602); (23) NORTH 02°17'04" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 283.65 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4182, PAGE 1595 OF SAID PUBLIC RECORDS AND THE NORTHEAST CORNER OF SAID MAINTAINED RIGHT OF WAY; THENCE RUN SOUTH 87°01'45" EAST, ALONG SAID SOUTH LINE AND THE EASTERLY PROJECTION THEREOF, AND ALONG THE NORTH LINE OF SAID MAINTAINED RIGHT OF WAY, A DISTANCE OF 26.78 FEET TO A 5/8" REBAR & CAP (PSM 6602); THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID S.W. 45th STREET: (1) SOUTH 02°58'18" WEST, A DISTANCE OF 204.85 FEET A 5/8" REBAR & CAP (PSM 6602); (2) SOUTH 03°32'33" EAST, A DISTANCE OF 181.54 FEET A 5/8" REBAR & CAP (PSM 6602); (3) SOUTH 18°41'09" EAST, A DISTANCE OF 64.52 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3307, PAGE 700 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN NORTH 89°20'04" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 399.51 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD No. 93 (INTERSTATE HIGHWAY No. 75) (A 300 FOOT WIDE LIMITED ACCESS RIGHT OF WAY); THENCE RUN NORTH 32°40'19" WEST, ALONG SAID



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SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 567.74 FEET A 5/8" REBAR & CAP (FDOT); THENCE RUN NORTH 32°39'55" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2680.85 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE NORTH LINE OF LOT 7 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AS PER MAP RECORDED IN PLAT BOOK "A", PAGE 10 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°17'18" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2680.57 FEET TO A 1" IRON PIPE (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 00°32'40" EAST, ALONG THE WEST LINE OF SAID LOT 7 AND ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 761.46 FEET TO A 5"x5" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID LOT 7 AND SAID SECTION 10 (NORTHWEST CORNER OF AFOREMENTIONED SECTION 15); THENCE RUN NORTH 89°16'11" EAST, ALONG THE SOUTH LINE OF SAID LOT 7, THE SOUTH LINE OF SAID SECTION 10, AND THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 2198.22 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1031, PAGE 755 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN SOUTH 00°21'55" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 494.26 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE BOUNDARY OF THE LANDS DESCRIBED IN DEED BOOK 207, PAGE 360 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°18'21" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 113.36 FEET TO A 1/2" REBAR & CAP (LB 021); THENCE RUN SOUTH 09°17'01" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 731.07 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE INTERSECTION WITH THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1131, PAGE 124 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°21'55" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 610.74 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE LINE; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID FENCE LINE: (1) SOUTH 77°51'27" WEST, A DISTANCE OF 17.67 FEET TO A 5/8" REBAR & CAP (PSM 6602); (2) NORTH 89°20'53" WEST, A DISTANCE OF 18.48 FEET TO A 5/8" REBAR & CAP (PSM 6602); (3) SOUTH 76°07'00" WEST, A DISTANCE OF 24.19 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 935, PAGE 279 OF AFOREMENTIONED PUBLIC RECORDS; (4) SOUTH 00°21'06" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 580.62 FEET TO A 5/8" REBAR & CAP (PSM 6602) ON THE BOUNDARY OF THE AFOREMENTIONED LANDS DESCRIBED IN DEED BOOK 207, PAGE 360; THENCE RUN NORTH 89°16'11" EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 33.37 FEET TO A 1/2" REBAR & CAP (LB 021); THENCE RUN SOUTH 00°43'49"



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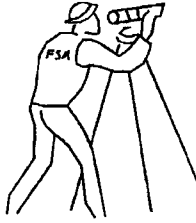
EAST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 330.00 FEET TO A 5/8" REBAR & CAP (PSM 6602); THENCE RUN SOUTH 21°16'05" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 112.29 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE LINE AND THE EAST LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 935, PAGE 279; THENCE RUN SOUTH 00°25'02" WEST, ALONG SAID FENCE LINE AND ALONG SAID EAST LINE, A DISTANCE OF 940.90 FEET TO A 5/8" REBAR & CAP (PSM 6602) AT A FENCE CORNER AND THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 88°25'19" EAST, ALONG AN OLD FENCE LINE AND ALONG A BOUNDARY LINE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 788, PAGE 988 OF SAID PUBLIC RECORDS, A DISTANCE OF 1346.43 FEET TO A 1" IRON PIPE (NO IDENTIFICATION); THENCE RUN SOUTH 01°41'11" EAST, ALONG AN OLD FENCE LINE, A DISTANCE OF 521.74 FEET TO A 5/8" REBAR (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 788, PAGE 990 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE MONUMENTED NORTH LINE OF SAID LANDS AND ALONG AN OLD FENCE LINE: (1) NORTH 88°53'02" EAST, A DISTANCE OF 44.00 FEET TO A 5/8" REBAR & CAP (LS 3524); (2) NORTH 87°38'23" EAST, A DISTANCE OF 48.53 FEET TO A 5/8" REBAR & CAP (LS 3524); (3) NORTH 85°54'44" EAST, A DISTANCE OF 302.44 FEET TO A 5/8" REBAR & CAP (LS 3524); (4) NORTH 89°08'40" EAST, A DISTANCE OF 85.60 FEET TO A POINT LYING 1 FOOT SOUTH OF A 5/8" REBAR & CAP (LS 3524) (OFFSET CORNER); (5) NORTH 86°27'14" EAST, A DISTANCE OF 183.02 FEET TO THE POINT OF BEGINNING. CONTAINING 209.97 ACRES, MORE OR LESS.

LESS AND EXCEPT

CONSERVATION EASEMENT & POND AREA NORTH OF POWER LINE EASEMENT:

A PARCEL OF LAND LYING IN SECTIONS 10 & 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING NINE (9) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 33°05'34" WEST, A DISTANCE OF 260.40 FEET; (2) NORTH 49°28'50" WEST, A DISTANCE OF 14.33 FEET; (3) NORTH 37°48'05" WEST, A DISTANCE OF 70.14 FEET; (4) NORTH 17°34'50" WEST,



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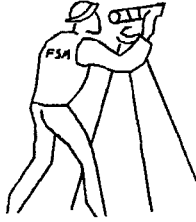
A DISTANCE OF 41.57 FEET; (5) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET; (6) NORTH 05°22'55" WEST, A DISTANCE OF 55.98 FEET; (7) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET; (8) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET; (9) NORTH 04°14'10" WEST, A DISTANCE OF 244.57 FEET; THENCE RUN SOUTH 86°27'14" WEST, A DISTANCE OF 183.02 FEET; THENCE RUN SOUTH 89°08'40" WEST, A DISTANCE OF 85.60 FEET; THENCE RUN SOUTH 85°54'44" WEST, A DISTANCE OF 302.44 FEET; THENCE RUN SOUTH 87°38'23" WEST, A DISTANCE OF 48.53 FEET; THENCE RUN SOUTH 88°53'02" WEST, A DISTANCE OF 44.00 FEET; THENCE RUN NORTH 01°41'11" EAST, A DISTANCE OF 521.74 FEET; THENCE RUN SOUTH 88°25'19" WEST, A DISTANCE OF 1206.96 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1094.64 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 977.75 FEET THROUGH A CENTRAL ANGLE OF 51°10'40", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 28°00'28" EAST, 945.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.27 FEET THROUGH A CENTRAL ANGLE OF 16°41'32", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 10°45'54" EAST, 58.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 151.11 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 121.72 FEET THROUGH A CENTRAL ANGLE OF 46°09'07", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 03°57'53" WEST, 118.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.08 FEET THROUGH A CENTRAL ANGLE OF 13°46'24", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 20°09'14" WEST, 47.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 575.10 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.08 FEET THROUGH A CENTRAL ANGLE OF 19°56'01", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 23°14'02" WEST, 199.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.99 FEET THROUGH A CENTRAL ANGLE OF 28°21'27", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 19°01'19" WEST, 97.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST,



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HAVING A RADIUS OF 5968.23 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 217.57 FEET THROUGH A CENTRAL ANGLE OF $02^{\circ}05'19''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $05^{\circ}53'15''$ WEST, 217.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 67.78 FEET THROUGH A CENTRAL ANGLE OF $19^{\circ}25'02''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $02^{\circ}46'36''$ EAST, 67.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1011.69 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 302.88 FEET THROUGH A CENTRAL ANGLE OF $17^{\circ}09'11''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $03^{\circ}54'32''$ EAST, 301.75 FEET TO THE POINT OF COMPOUND CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 473.07 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 459.11 FEET THROUGH A CENTRAL ANGLE OF $55^{\circ}36'20''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $35^{\circ}57'38''$ WEST, 441.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 127.50 FEET THROUGH A CENTRAL ANGLE OF $73^{\circ}03'03''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $27^{\circ}14'16''$ WEST, 119.04 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH $09^{\circ}17'15''$ EAST, A DISTANCE OF 75.08 FEET; THENCE RUN NORTH $44^{\circ}28'37''$ EAST, A DISTANCE OF 38.83 FEET; THENCE RUN NORTH $44^{\circ}57'38''$ EAST, A DISTANCE OF 479.43 FEET; THENCE RUN NORTH $45^{\circ}11'50''$ EAST, A DISTANCE OF 479.62 FEET; THENCE RUN NORTH $45^{\circ}07'21''$ EAST, A DISTANCE OF 507.13 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 93 (INTERSTATE HIGHWAY NO. 75) (A 300 FOOT WIDE LIMITED ACCESS RIGHT OF WAY); THENCE RUN NORTH $32^{\circ}39'55''$ WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1232.54 FEET TO THE NORTH LINE OF LOT 7 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AS PER MAP RECORDED IN PLAT BOOK "A", PAGE 10 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH $89^{\circ}17'18''$ WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2680.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH $00^{\circ}32'40''$ EAST, ALONG THE WEST LINE OF SAID LOT 7 AND ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 761.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7 AND SAID SECTION 10 (NORTHWEST CORNER OF AFOREMENTIONED SECTION 15); THENCE RUN NORTH $89^{\circ}16'11''$ EAST, ALONG THE SOUTH LINE OF SAID LOT 7, THE SOUTH LINE OF SAID



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SECTION 10, AND THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 2198.22 FEET; THENCE RUN SOUTH 00°21'55" WEST, A DISTANCE OF 494.26 FEET; THENCE RUN NORTH 89°18'21" EAST, A DISTANCE OF 113.36 FEET; THENCE RUN SOUTH 09°17'01" WEST, A DISTANCE OF 731.07 FEET; THENCE RUN SOUTH 00°21'55" WEST, A DISTANCE OF 610.74 FEET; THENCE RUN SOUTH 77°51'27" WEST, A DISTANCE OF 17.67 FEET; THENCE RUN NORTH 89°20'53" WEST, A DISTANCE OF 18.48 FEET; THENCE RUN SOUTH 76°07'00" WEST, A DISTANCE OF 24.19 FEET; THENCE RUN SOUTH 00°21'06" WEST, A DISTANCE OF 580.62 FEET; THENCE RUN NORTH 89°16'11" EAST, A DISTANCE OF 33.37 FEET; THENCE RUN SOUTH 00°43'49" EAST, A DISTANCE OF 330.00 FEET; THENCE RUN SOUTH 21°16'05" WEST, A DISTANCE OF 112.29 FEET; THENCE RUN SOUTH 00°25'02" WEST, A DISTANCE OF 940.90 FEET; THENCE RUN NORTH 88°25'19" EAST, A DISTANCE OF 139.47 FEET TO THE POINT OF BEGINNING. CONTAINING 94.73 ACRES, MORE OR LESS.

ALSO LESS AND EXCEPT

PUBLIC RIGHTS OF WAY:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 994.60 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING TEN (10) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 33°05'34" WEST, A DISTANCE OF 260.40 FEET; (2) NORTH 49°28'50" WEST, A DISTANCE OF 14.33 FEET; (3) NORTH 37°48'05" WEST, A DISTANCE OF 70.14 FEET; (4) NORTH 17°34'50" WEST, A DISTANCE OF 41.57 FEET; (5) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET; (6) NORTH 05°22'55" WEST, A DISTANCE OF 55.98 FEET; (7) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET; (8) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET; (9) NORTH 04°14'10" WEST, A DISTANCE OF 244.57 FEET; (10) NORTH 02°09'08" WEST, A DISTANCE OF 79.79 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 72°34'23" WEST, A DISTANCE OF 12.45 FEET; THENCE RUN SOUTH 73°13'17" WEST, A DISTANCE OF 4.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 354.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 212.08 FEET THROUGH A CENTRAL ANGLE



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OF $34^{\circ}19'32''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $34^{\circ}16'46''$ WEST, 208.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 773.60 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 694.56 FEET THROUGH A CENTRAL ANGLE OF $51^{\circ}26'32''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $25^{\circ}43'16''$ WEST, 671.47 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE NORTH, A DISTANCE OF 687.39 FEET; THENCE RUN DUE WEST, A DISTANCE OF 4.00 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 845.16 FEET; THENCE RUN NORTH $31^{\circ}07'07''$ WEST, A DISTANCE OF 11.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 23.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.63 FEET, THROUGH A CENTRAL ANGLE OF $41^{\circ}25'28''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $69^{\circ}17'16''$ WEST, 16.27 FEET TO THE END OF SAID CURVE; THENCE RUN DUE NORTH, A DISTANCE OF 100.49 FEET; THENCE RUN DUE EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 23.51 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.53 FEET, THROUGH A CENTRAL ANGLE OF $35^{\circ}24'16''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $72^{\circ}17'42''$ EAST, 14.30 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH $33^{\circ}33'23''$ EAST, A DISTANCE OF 17.87 FEET; THENCE RUN NORTH $00^{\circ}00'19''$ EAST, A DISTANCE OF 18.26 FEET; THENCE RUN DUE EAST, A DISTANCE OF 119.50 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 23.00 FEET; THENCE RUN DUE EAST, A DISTANCE OF 239.90 FEET; THENCE RUN SOUTH $77^{\circ}35'33''$ EAST, A DISTANCE OF 51.64 FEET; THENCE RUN SOUTH $85^{\circ}47'36''$ EAST, A DISTANCE OF 148.66 FEET; THENCE RUN DUE EAST, A DISTANCE OF 11.88 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE No. 75 (A 300 FOOT LIMITED ACCESS RIGHT OF WAY); THENCE RUN SOUTH $32^{\circ}40'28''$ EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 102.17 FEET; THENCE RUN DUE WEST, A DISTANCE OF 501.64 TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 23.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.17 FEET, THROUGH A CENTRAL ANGLE OF $20^{\circ}21'16''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH $79^{\circ}49'22''$ WEST, 8.13 FEET TO THE END OF SAID CURVE; THENCE RUN DUE SOUTH, A DISTANCE OF 866.06 FEET; THENCE RUN DUE WEST, A DISTANCE OF 4.00 FEET; THENCE RUN DUE SOUTH, A DISTANCE OF 700.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 666.25 FEET; THENCE RUN SOUTHEASTRLY ALONG THE ARC OF SAID



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CURVE, AN ARC DISTANCE OF 593.01 FEET, THROUGH A CENTRAL ANGLE OF 50°59'50", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 25°29'55" EAST, 573.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 450.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.22 FEET, THROUGH A CENTRAL ANGLE OF 09°49'53", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 46°04'54" EAST, 77.12 FEET TO THE END OF SAID CURVE AND TO THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45th STREET; THENCE RUN SOUTH 02°09'08" EAST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 187.79 FEET TO THE POINT OF BEGINNING. CONTAINING 7.82 ACRES, MORE OR LESS.

BLANKET EASEMENT CONTAINING 107.42 ACRES, MORE OR LESS.

LEIGH ANN FLOWERS

PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 6602

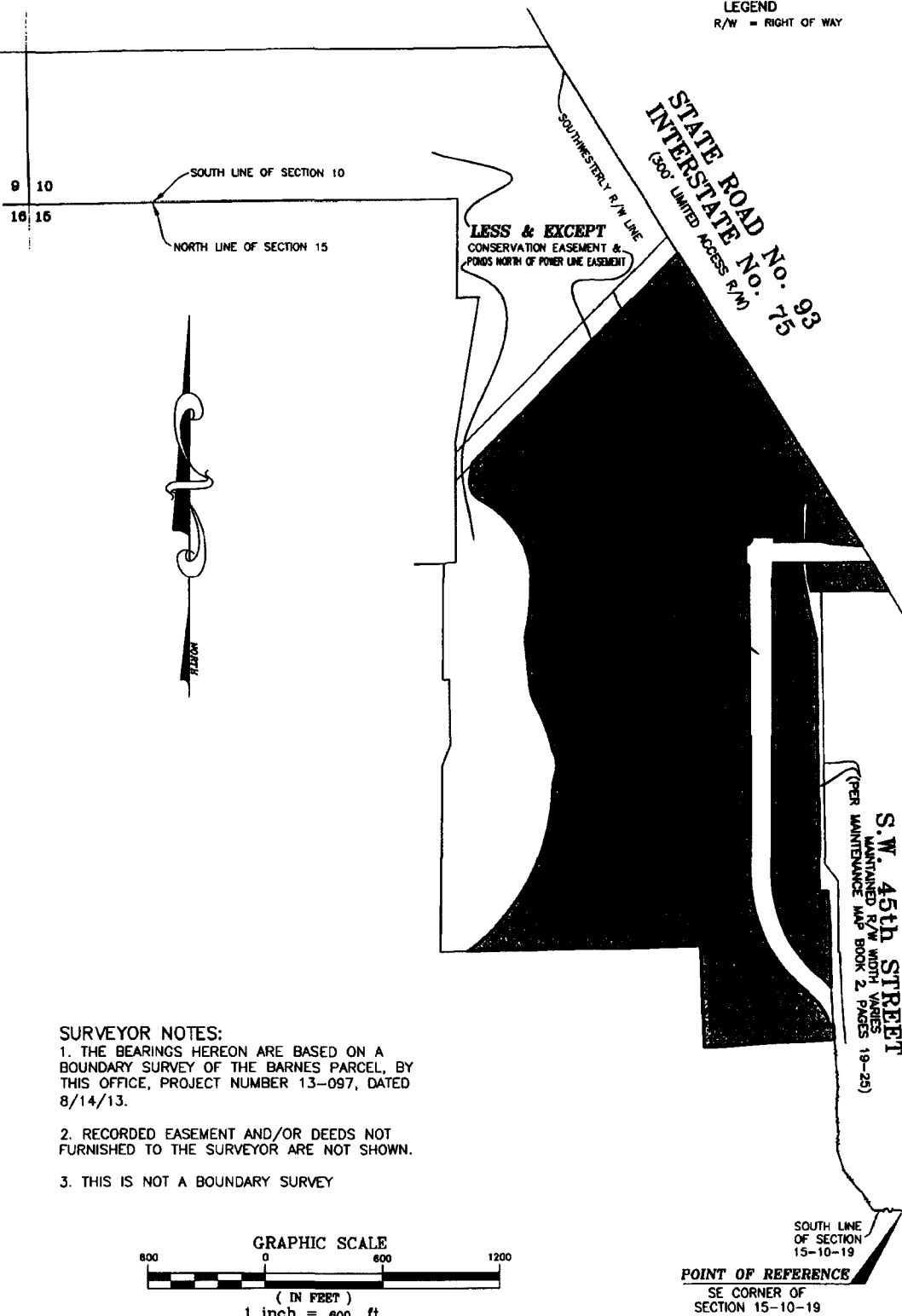
SKETCH & DESCRIPTION

IN SECTIONS 10 & 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

LEGEND

R/W = RIGHT OF WAY

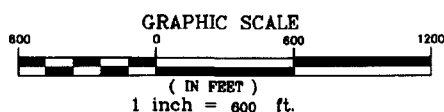


SURVEYOR NOTES:

1. THE BEARINGS HEREON ARE BASED ON A BOUNDARY SURVEY OF THE BARNES PARCEL, BY THIS OFFICE, PROJECT NUMBER 13-097, DATED 8/14/13.

2. RECORDED EASEMENT AND/OR DEEDS NOT FURNISHED TO THE SURVEYOR ARE NOT SHOWN.

3. THIS IS NOT A BOUNDARY SURVEY



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| | |
|-----------------|--------------------|
| FIELD BOOK: N/A | JOB NUMBER: 15-081 |
| DRAWN: LAF | SHEET: 1 OF 1 |
| CHECKED: LAF | |
| DATE: 5/1/15 | |

EXHIBIT A

In lieu of easement rights over the entire described property, Grantee agrees that Grantor may, but shall not be obligated to, survey such locations of utilities and provide a metes and bounds description thereof for an easement measuring five (5) feet on both sides of the middle of the applicable installed utilities facilities, and that the Grantor may then grant to the Grantee, an easement as to such descriptions for public utilities in lieu of the blanket easement described herein. The Grantee further agrees to execute any and all documents necessary to affect this understanding and the subsequent release of its blanket easement.

EXHIBIT B

A 20 foot X 20 foot equipment easement will be identified by Grantor and included in the Final easement document with a metes and bound survey to be prepared by Grantee.

Record & Return to:
BIRCHFIELD & HUMPHREY, P.A.
1031 LASALLE STREET
JACKSONVILLE, FL 32207



**UTILITY RELOCATION AGREEMENT BETWEEN
THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES,
AND CELEBRATION POINTE CDD NO. 1**

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is entered into this 30 day of March, 2016, by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation, d/b/a **GAINESVILLE REGIONAL UTILITIES** ("GRU") and **CELEBRATION POINTE CDD NO. 1** ("CDD"). CDD and GRU may collectively be referred to as the "Parties"

WHEREAS, CDD is constructing a development on property located within Gainesville, Florida, as part of Celebration Pointe CDD No. 1, which is located in Alachua County, Florida, described in the legal description attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, GRU owns and operates certain utility facilities and infrastructure located within Celebration Pointe CDD No. 1; and

WHEREAS, during construction of Celebration Pointe CDD No. 1, it may be necessary for CDD to request for GRU to relocate certain utilities or utility infrastructure owned by GRU, such as electric, gas, water, wastewater collection and/or telecommunication facilities to accommodate the Celebration Pointe; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. CDD agrees not to call upon GRU for the relocation of GRU's facilities, unless it is determined jointly by CDD and GRU that such relocation is necessary for the future orderly construction of Celebration Pointe and such property or properties located at the CDD is/are in physical conflict with GRU's facilities. In such event, said facilities will be relocated to another mutually agreed upon area, provided that CDD executes and delivers to GRU, at no cost to GRU, an acceptable and recordable easement for the relocated facilities.

2. Upon request by CDD, GRU shall relocate any such utilities or utility infrastructure and the cost of any such relocation shall be borne by CDD.

3. This Agreement shall be construed in accordance with the laws of the State of Florida.

4. Nothing in this Agreement shall be considered a waiver of GRU's sovereign immunity as granted under section 768.28, Florida Statutes.

5. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement. No modifications of this Agreement shall be effective unless in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto acknowledge that they are authorized to sign this Agreement on the date first above written.

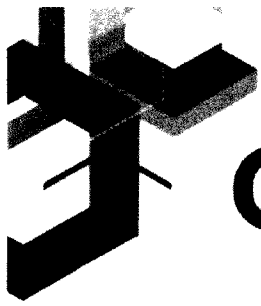
For Celebration Pointe CDD No. 1:

By: Jonathan B. Paul 3/30/16
(Date)

For The City of Gainesville, d/b/a
Gainesville Regional Utilities (GRU):

By: [Signature] 3/31/16
(Date)

Approved as to Form and Legality
By Shayla McNeill 3/31/16
Shayla L. McNeill
Utilities Attorney
City of Gainesville, Florida



engineers • surveyors • planners, inc.

March 23, 2016

Legal Description

For: Celebration Pointe Holdings, LLC

PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 10, 15 AND 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 923.35 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SW 45TH STREET (RIGHT OF WAY WIDTH VARIES); AND TO THE POINT OF BEGINNING; THENCE RUN SOUTH 31°35'14" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 417.29 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24 (RIGHT OF WAY WIDTH VARIES); THENCE RUN SOUTH 57°56'18" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 299.32 FEET; THENCE RUN NORTH 31°31'11" WEST, A DISTANCE OF 192.49 FEET; THENCE RUN NORTH 58°28'49" EAST, A DISTANCE OF 199.73 FEET; THENCE RUN NORTH 31°35'14" WEST, A DISTANCE OF 192.50 FEET; THENCE RUN SOUTH 57°58'13" WEST, A DISTANCE OF 0.64 FEET; THENCE RUN NORTH 31°35'14" WEST, A DISTANCE OF 189.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 750.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 191.68 FEET THROUGH A CENTRAL ANGLE OF 14°38'35", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 24°15'56" WEST, 191.16 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF SW 45TH STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25) (RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING SEVEN (7) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE: 1) NORTH 37°48'05" WEST, A DISTANCE OF 36.15 FEET; 2) NORTH 17°34'50" WEST, A DISTANCE OF 41.57 FEET; 3) NORTH 00°30'10" EAST, A DISTANCE OF 214.02 FEET; 4) NORTH

Exhibit A

March 23, 2016
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05°22'55" WEST, A DISTANCE OF 55.98 FEET; 5) NORTH 04°23'57" EAST, A DISTANCE OF 105.44 FEET; 6) NORTH 05°42'10" WEST, A DISTANCE OF 112.94 FEET; 7) NORTH 04°14'10" WEST, A DISTANCE OF 245.02 FEET; THENCE RUN SOUTH 86°27'14" WEST, A DISTANCE OF 183.24 FEET; THENCE RUN SOUTH 89°08'40" WEST, A DISTANCE OF 85.60 FEET; THENCE RUN SOUTH 85°54'44" WEST, A DISTANCE OF 302.44 FEET; THENCE RUN SOUTH 87°38'23" WEST, A DISTANCE OF 48.53 FEET; THENCE RUN SOUTH 88°53'02" WEST, A DISTANCE OF 44.00 FEET; THENCE RUN NORTH 01°41'11" WEST, A DISTANCE OF 521.74 FEET; THENCE RUN SOUTH 88°25'19" WEST, A DISTANCE OF 1346.43 FEET TO THE EAST LINE OF THE LAKE KANAPAHA PARCEL; THENCE RUN THE FOLLOWING THIRTEEN (13) COURSES ALONG SAID LAKE KANAPAHA PARCEL BOUNDARY: (1) NORTH 00°25'02" EAST, A DISTANCE OF 940.90 FEET; (2) NORTH 21°16'05" EAST, A DISTANCE OF 112.29 FEET; (3) NORTH 00°43'49" WEST, A DISTANCE OF 330.00 FEET; (4) SOUTH 89°16'11" WEST, A DISTANCE OF 33.37 FEET; (5) NORTH 00°21'06" EAST, A DISTANCE OF 580.62 FEET; (6) NORTH 76°07'00" EAST, A DISTANCE OF 24.19 FEET; (7) SOUTH 89°20'53" EAST, A DISTANCE OF 18.48 FEET; (8) NORTH 77°51'27" EAST, A DISTANCE OF 17.67 FEET; (9) NORTH 00°21'55" EAST, A DISTANCE OF 610.74 FEET; (10) NORTH 09°17'01" EAST, A DISTANCE OF 731.07 FEET; (11) SOUTH 89°18'21" WEST, A DISTANCE OF 113.36 FEET; (12) NORTH 00°21'55" EAST, A DISTANCE OF 494.26 FEET; (13) SOUTH 89°16'11" WEST, A DISTANCE OF 2198.22 FEET TO THE BOUNDARY OF SPLIT ROCK PARK; THENCE RUN NORTH 00°32'40" WEST, ALONG SAID BOUNDARY, A DISTANCE OF 761.70 FEET; THENCE RUN NORTH 89°17'18" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 2680.57 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 75 (A 300 FOOT LIMITED ACCESS RIGHT OF WAY); THENCE RUN SOUTH 32°39'55" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2680.85 FEET; THENCE RUN SOUTH 32°40'19" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 567.74 FEET; THENCE RUN SOUTH 89°20'04" WEST, A DISTANCE OF 351.16 FEET TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF SW 45TH STREET; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE: (1) SOUTH 00°41'38" EAST, A DISTANCE OF 664.45 FEET; (2) SOUTH 88°49'40" WEST, A DISTANCE OF 1.69 FEET; (3) SOUTH 00°53'53" EAST, A DISTANCE OF 592.48 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.10 FEET THROUGH A CENTRAL ANGLE OF 11°22'49", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06°35'18" EAST, 128.89 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE: 1) SOUTH

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38°40'43" EAST, A DISTANCE 88.86 FEET; 2) SOUTH 00°53'53" EAST, A DISTANCE OF 50.82 FEET; 3) SOUTH 00°09'49" WEST, A DISTANCE OF 156.94 FEET; THENCE RUN SOUTH 02°59'19" EAST, A DISTANCE OF 157.02 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE: 1) SOUTH 02°59'19" EAST, A DISTANCE OF 1081.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 300.00 FEET; 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 149.39 FEET THROUGH A CENTRAL ANGLE OF 28°31'54", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 17°15'19" EAST, 147.85 FEET TO THE END OF SAID CURVE; 3) SOUTH 31°35'14" EAST, A DISTANCE OF 327.55 FEET TO THE POINT OF BEGINNING.

LESS:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°58'22" WEST, ALONG THE EAST LINE OF SAID SECTION 15, ALONG THE WESTERLY RIGHT OF WAY LINE OF S.W. 43RD STREET AND ALONG THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, A DISTANCE OF 1834.29 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 75 (STATE ROAD NO. 93) (A 300 FOOT LIMITED ACCESS RIGHT OF WAY) AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3725.72 FEET; THENCE RUN THE FOLLOWING EIGHT (8) COURSES ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE: (1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.64 FEET, THROUGH A CENTRAL ANGLE OF 00°24'35", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°06'02" WEST, 26.64 FEET TO THE END OF SAID CURVE; (2) NORTH 28°41'17" WEST, A DISTANCE OF 365.62 FEET; (3) NORTH 28°42'45" WEST, A DISTANCE OF 181.03 FEET; (4) NORTH 32°48'08" WEST, A DISTANCE OF 67.55 FEET; (5) NORTH 32°38'42" WEST, A DISTANCE OF 672.74 FEET; (6) NORTH 32°39'04" WEST, A DISTANCE OF 430.86 FEET; (7) NORTH 32°40'19" WEST, A DISTANCE OF 567.74 FEET; (8) NORTH 32°39'55" WEST, A DISTANCE OF 1,448.30 FEET TO THE SOUTHERLY LINE OF A 100 FOOT WIDE POWER LINE EASEMENT AS RECORDED IN DEED BOOK 327, PAGE 430 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE (3)

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COURSES ALONG SAID SOUTH LINE: (1) SOUTH 45°07'21" WEST, A DISTANCE OF 507.13 FEET; (2) SOUTH 45°11'50" WEST, A DISTANCE OF 479.62 FEET; (3) SOUTH 44°57'38" WEST, A DISTANCE OF 101.60 FEET; THENCE RUN SOUTH 44°51'05" EAST, A DISTANCE OF 25.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 44°51'05" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 45°08'55" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 44°51'05" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 45°08'55" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 216.06 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2

THAT CERTAIN REAL PROPERTY LYING AND BEING IN ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, THENCE RUN N 22.25 CHS., THENCE RUN W 19.25 CHS.; THENCE RUN S 18.75 CHS; THENCE RUN N 60° E PARALLEL TO SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY 7.85 CHS.; THENCE RUN S 30° E 6.45 CHS.; THENCE RUN N 60° E 4.24 CHS.; THENCE RUN S 30° E 4.5 CHS. TO S LINE; THENCE RUN E 3 CHS. TO THE POINT OF BEGINNING. LESS THAT CERTAIN REAL PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 175, PAGE 216 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND LESS:

ALSO THAT CERTAIN REAL PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED IN O.R. BOOK 47, PAGE 562 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LESS THAT CERTAIN REAL PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED IN O.R. BOOK 1232, PAGE 261 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. AND ALSO LESS THE RIGHT-OF-WAY FOR STATE ROAD 24.

AND ALSO LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 241, PAGE 395, DESCRIBED AS FOLLOWS:

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COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION FIFTEEN (15), TOWNSHIP TEN (10) SOUTH, RANGE NINETEEN (19) EAST, AND THENCE RUN SOUTH 00°08'43" WEST 1,165.56 FEET; THENCE RUN NORTH 89°00'00" WEST 1,200.34 FEET; THENCE RUN SOUTH 01°57'00" EAST 432.30 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 01°57'00" EAST 776.16 FEET; THENCE RUN NORTH 58°10'00" EAST 490.38 FEET; THENCE RUN NORTH 12°03'03" WEST 536.11 FEET; THENCE RUN NORTH 89°00'00" WEST 310.76 FEET TO THE POINT OF BEGINNING. THE SAME LYING AND BEING IN THE EAST HALF OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION FIFTEEN (15), TOWNSHIP TEN (10) SOUTH, RANGE NINETEEN (19) EAST, ALACHUA COUNTY, FLORIDA.

AND ALSO LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 1933, PAGE 1662, DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN THENCE SOUTH 00°51'46" EAST, ALONG THE EAST BOUNDARY OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 2413.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°51'46" EAST, ALONG SAID EAST BOUNDARY 206.94 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 24 (ARCHER ROAD); THENCE SOUTH 57°59'54" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 30.83 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°08'58", AN ARC DISTANCE OF 33.23 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°55'25" EAST, 30.83 FEET, SAID END OF CURVE BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 210.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°44'19", AN ARC DISTANCE OF 141.98 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 01°13'05" EAST, 139.30 FEET, SAID END OF CURVE BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°27'01", AN ARC DISTANCE OF

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56.16 FEET TO THE END OF SAID CURVE AND TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 09°51'44" EAST, 55.83 FEET.

AND ALSO LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1245, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND RUN THENCE SOUTH 00°51'46" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (1/4), A DISTANCE OF 1171.33 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE POINT OF BEGINNING OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CHANCERY ORDERS BOOK Y, PAGE 22 OF SAID PUBLIC RECORDS; THENCE CONTINUE SOUTH 00°51'46" EAST, ALONG SAID EAST LINE, 512.47 FEET; THENCE NORTH 89°51'46" WEST, 452.85 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 718, PAGE 131 OF SAID PUBLIC RECORDS; THENCE NORTH 15°50'32" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL (O.R. 718, PAGE 131), 81.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL (O.R. 718, PAGE 131); THENCE NORTH 89°51'46" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL (O.R. 718, PAGE 131); 400.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL (O.R. 718, PAGE 131); THENCE SOUTH 13°01'56" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL (O.R. 718, PAGE 131); 536.11 FEET TO THE EASTERLY MOST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1232, PAGE 261 OF SAID PUBLIC RECORDS; THENCE NORTH 89°58'14" WEST, ALONG THE NORTH LINE OF SAID PARCEL (O.R. BOOK 1232, PAGE 261), 404.22 FEET; THENCE NORTH 02°58'22" WEST ALONG THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 241, PAGE 395 OF SAID PUBLIC RECORDS, 522.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL (O.R. 241, PAGE 395); THENCE CONTINUE NORTH 02°58'22" WEST, 435.10 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CHANCERY ORDERS BOOK Y, PAGE 22 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°51'34", EAST ALONG THE NORTH LINE OF SAID PARCEL (CHANCERY ORDERS BOOK Y, PAGE 22), 1200.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.09 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 3

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COMMENCING AT THE QUARTER SECTION STAKE ON EAST LINE OF SECTION 15-10-19, RUN SOUTH ALONG EAST LINE OF SAID SECTION 15, 17.80 CHAINS; THENCE NORTH 89 DEG. W 18.11 CHAINS; THENCE SOUTH 01 DEG. E. 6.55 CHAINS TO THE POINT OF BEGINNING: FROM SAID POINT OF BEGINNING RUN SOUTH 01 DEG. E 11.75 CHAINS; THENCE NORTH 58 DEG. 10 MIN. E. 7.43 CHAINS; THENCE SOUTH 31 DEG. 30 MIN. E. 12.95 CHAINS; THENCE NORTH 60 DEG. E. 2.85 CHAINS; THEN NORTH 14 DEG. 30 MIN. W. 18.05 CHAINS; THENCE NORTH 89 DEG. W. 10.96 CHAINS TO THE POINT OF BEGINNING; CONTAINING 17.3 ACRES, MORE OR LESS, AND ALL BEING IN THE SE $\frac{1}{4}$ OF SECTION 15-10-19, AND THE NE $\frac{1}{4}$ OF SECTION 22-10-19, LESS: COMMENCE AT THE NE CORNER OF SE $\frac{1}{4}$ OF SECTION 15-10-19, AND THENCE RUN SOUTH 00 DEG. 08 MIN. 43 SEC. W, 1,165.56 FEET; THENCE RUN NORTH 89 DEG. 00 MIN. 00 FEET W. 1,200.34 FEET; THENCE RUN SOUTH 01 DEG. 57 MIN. 00 SEC. E. 432.30 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 01 DEG. 57 MIN. 00 SEC. E 776.16 FEET; THENCE RUN NORTH 58 DEG. 10 MIN. 00 SEC. E. 490.38; THENCE RUN NORTH 12 DEG. 03 MIN. 03 SEC. W., 536.11 FEET; THENCE RUN NORTH 89 DEG. 00 MIN. 00 SEC. W., 310.76 FEET TO THE POINT OF BEGINNING. THE SAME LYING AND BEING IN THE EAST $\frac{1}{2}$ OF SE $\frac{1}{4}$ OF SECTION 15-10-19 AND LESS; ROAD RIGHT OF WAY TO THE STATE OF FLORIDA AS PER RIGHT OF WAY DEED RECORDED IN DEED BOOK 188, PAGE 298 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. THE PARCEL BEING CONVEYED HEREBY IS MORE ACCURATELY AND PARTICULARLY DESCRIBED AS FOLLOWS IN ACCORDANCE WITH THAT CERTAIN SURVEY DATED JULY 18, 1971 AND PREPARED BY HARRIS H. GREEN, REGISTERED SURVEYOR: A TRACT OF LAND SITUATED IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN SOUTH 00 DEG. 08 MIN. 43 SEC. W., ALONG THE EAST LINE OF SAID SECTION 15, 1165.56 FEET; THENCE RUN NORTH 89 DEG. 00 MIN. 00 SEC. W., 1200.34 FEET; THENCE RUN SOUTH 01 DEG. 57 MIN. 00 SEC. E., 432.30 FEET; THENCE RUN SOUTH 89 DEG. 00 MIN. 00 SEC. E., 310.76 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 88 DEG. 52 MIN. 53 SEC. E., 400.21 FEET; THENCE RUN SOUTH 14 DEG. 51 MIN. 39 SEC. E., 1167.08 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO.24; THENCE RUN S. 59 DEG. 01 MIN. 25 SEC. W., ALONG SAID RIGHT OF WAY LINE, 193.13 FEET; THENCE RUN N. 30 DEG. 45 MIN. 28 SEC. W., 826.73 FEET; THENCE RUN NORTH 12 DEG. 03 MIN. 03 SEC. W., 536.11 FEET TO THE POINT OF BEGINNING.

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LESS:

PARCEL NUMBER 112

THAT PART OF:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN SOUTH 00 DEG. 08 MIN. 43 SEC. W., ALONG THE EAST LINE OF SAID SECTION 15, 1165.56 FEET; THENCE RUN NORTH 89 DEG. 00 MIN. 00 SEC. W., 1200.34 FEET; THENCE RUN SOUTH 01 DEG. 57 MIN. 00 SEC. E., 432.30 FEET; THENCE RUN SOUTH 89 DEG. 00 MIN. 00 SEC. E., 310.76 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 88 DEG. 52 MIN. 53 SEC. E., 400.21 FEET; THENCE RUN SOUTH 14 DEG. 51 MIN. 39 SEC. E., 1167.08 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24; THENCE RUN S. 59 DEG. 01 MIN. 25 SEC. W., ALONG SAID RIGHT OF WAY LINE, 192.13 FEET; THENCE RUN N. 30 DEG. 45 MIN. 28 SEC. W., 826.73 FEET; THENCE RUN NORTH 12 DEG. 03 MIN. 03 SEC. W., 536.11 FEET TO THE POINT OF BEGINNING.

LYING NORTHERLY OF AND WITHIN 70 FEET OF THE SURVEY LINE OF STATE ROAD NO. 24, SECTION 26260-2420, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS:

BEGIN ON THE EAST LINE OF SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AT A POINT 8.6 FEET SOUTHERLY FROM THE NORTHEAST CORNER THEREOF; RUN THENCE SOUTH 57 DEGREES 58 MINUTES 54 SECONDS WEST, 1,769.40 FEET TO THE END OF SAID SURVEY LINE.

CONTAINING 9.64 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 4

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST; THENCE RUN SOUTH 7.75 CHAINS, WEST 10 CHAINS, NORTH 7.75 CHAINS, EAST 10 CHAINS TO THE POINT OF BEGINNING.

AND

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THAT PART OF THE SOUTH ½ OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, THAT IS LOCATED WEST OF INTERSTATE I-75.

AND

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE RUN NORTHWESTERLY 180 FEET MORE OR LESS ALONG RIGHT-OF-WAY OF INTERSTATE 75 TO SOUTH PROPERTY LINE OF LANDS OF GRANTEES; THENCE WESTERLY 15 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION PARALLEL TO INTERSTATE 75 TO EAST LINE OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST; THENCE RUN ALONG SAID EASTERLY LINE TO POINT OF BEGINNING.

CONTAINING 4.73 ACRES, MORE OR LESS.

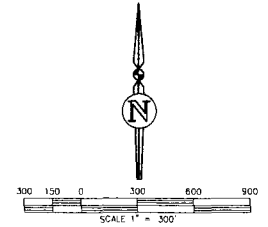
ALL OF THE ABOVE PROPERTY LYING AND BEING IN ALACHUA COUNTY, FLORIDA.

SKETCH OF LEGAL DESCRIPTIONS

IN
SECTIONS 10, 15 AND 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA
FOR
CELEBRATION POINTE HOLDINGS, LLC

NOTE: THIS IS NOT A BOUNDARY SURVEY

THE PARCELS SHOWN HEREON ARE NOT DESCRIBED USING THE SAME BASE OF BEARINGS AND ARE NOT PLOTTED IN A TRUE RELATIONSHIP TO EACH OTHER.
THE BEARINGS AND DISTANCES SHOWN HEREON ARE NOT THE SAME AS IN THE ELECTRONIC DRAWING FILE OF THIS SKETCH.



| CURVE | DELTA | RADIUS | ARC | CHORD | TANGENT | CHORD BEARING |
|-------|------------|---------|--------|--------|---------|---------------|
| C1 | 289°31'34" | 300.00 | 148.39 | 144.82 | 76.28 | S 17°13'18"E |
| C2 | 11°22'49" | 850.00 | 159.10 | 138.89 | 64.77 | S 06°35'18"E |
| C3 | 14°38'35" | 750.00 | 159.69 | 151.16 | 86.36 | N 24°13'30"E |
| C4 | 3°10'40" | 1094.64 | 877.75 | 945.57 | 524.20 | N 28°00'28"E |
| C5 | 10°41'37" | 205.00 | 58.27 | 56.06 | 28.24 | N 23°53'41"E |
| C6 | 48°09'07" | 131.11 | 121.72 | 118.43 | 64.28 | N 03°27'57"W |
| C7 | 13°48'34" | 200.00 | 48.08 | 47.58 | 24.15 | N 20°04'14"W |
| C8 | 12°36'01" | 575.10 | 200.06 | 199.07 | 103.06 | N 23°14'07"W |
| C9 | 20°51'31" | 200.00 | 98.99 | 97.98 | 50.53 | N 18°01'18"W |
| C10 | 02°25'18" | 9888.23 | 217.57 | 217.56 | 106.80 | N 03°53'15"W |
| C11 | 18°39'03" | 200.00 | 97.78 | 97.46 | 54.23 | N 02°48'16"E |
| C12 | 17°09'11" | 1011.66 | 302.88 | 301.75 | 152.58 | N 03°54'37"E |
| C13 | 50°36'34" | 473.57 | 409.11 | 441.51 | 248.45 | N 25°37'18"W |
| C14 | 73°03'03" | 100.00 | 127.50 | 118.04 | 74.07 | N 27°14'15"W |

| LINE | BEARING | DISTANCE |
|------|--------------|----------|
| L1 | S 89°08'40"W | 85.80 |
| L2 | S 87°38'21"W | 48.53 |
| L3 | S 05°32'37"E | 44.00 |
| L4 | N 21°18'02"E | 112.19 |
| L5 | S 89°10'10"E | 33.77 |
| L6 | N 80°07'00"E | 74.19 |
| L7 | S 89°50'14"E | 18.48 |
| L8 | N 77°51'27"E | 17.87 |
| L9 | S 89°18'21"E | 112.36 |
| L10 | N 88°48'40"W | 69 |
| L11 | N 38°40'47"E | 102.72 |
| L12 | S 05°53'53"E | 50.82 |
| L13 | N 88°40'30"E | 8.63 |
| L14 | N 03°42'10"E | 112.84 |
| L15 | N 04°23'37"E | 105.44 |
| L16 | S 02°22'50"E | 55.88 |
| L17 | N 17°54'50"W | 41.57 |
| L18 | S 38°40'47"E | 80.86 |
| L19 | S 37°58'17"W | 0.84 |
| L20 | N 31°25'14"W | 185.97 |
| L21 | N 37°48'00"W | 156.15 |
| L22 | S 05°09'40"W | 156.24 |
| L23 | S 05°39'10"E | 131.02 |
| L24 | N 08°17'10"E | 75.09 |
| L25 | N 44°28'37"E | 38.83 |
| L26 | N 44°37'10"E | 156.32 |
| L27 | N 18°15'00"W | 50.00 |
| L28 | N 77°45'00"W | 80.00 |
| L29 | N 16°15'00"E | 50.00 |
| L30 | N 44°37'38"E | 101.60 |
| L31 | S 44°51'03"E | 50.00 |
| L32 | N 08°08'58"W | 50.00 |
| L33 | N 44°51'03"E | 50.00 |
| L34 | N 40°08'55"E | 50.00 |
| L35 | S 44°51'03"E | 23.15 |

ABBREVIATIONS:
O.R. BK. = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
CE = CONSERVATION EASEMENT

Prepared For: CELEBRATION POINTE HOLDINGS, LLC
Survey Date: 3/16/2018
Surveyed: 3/23/2018
Survey Company: [Signature]

THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, F.S. 2004
ADMINISTRATIVE CODE PURSUANT TO SECTION 470.07 (2)(b) FLORIDA STATUTES.

| | |
|-------------------------|-----------------------------------|
| ecda | |
| Project No. 2018-288 | Consent Authorization No. L3 7391 |
| Drawn B.C. | By: ROBERT W. GRANGER |
| Check B.C. | Page 42/42 |

Exhibit A

10-00
**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
 FINANCING STATEMENT FORM**

RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 2898297 1 PG(S)
 December 12, 2014 03:46:56 PM
 Book 4318 Page 2274
 J. K. IRBY, Clerk Of Circuit Court
 ALACHUA COUNTY, Florida



A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

Charles I. Holden, Jr., Attorney – 352-377-5900

B. Email Address cholden@hcrklaw.com

C. SEND ACKNOWLEDGEMENT TO:

Name Holden, Carpenter & Roscow, PL

Address 5608 NW 43rd Street

Address

City/State/Zip Gainesville, Florida 32653

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME

CELEBRATION POINTE HOLDINGS, LLC, a Florida limited liability company

1.b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1.c MAILING ADDRESS Line One

2579 SW 87 Drive

This space not available.

MAILING ADDRESS Line Two

Gainesville

FL

32608

USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME

2.b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2.c MAILING ADDRESS Line One

This space not available.

MAILING ADDRESS Line Two

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

3.b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

605 Suwannee Street

This space not available.

MAILING ADDRESS Line Two

Office of Comptroller, Project Finance, MS#10

Tallahassee

FL

32399-0450

USA

4. This FINANCING STATEMENT covers the following collateral:

- (a) CONTRACT RIGHTS, INCLUDING BUT NOT LIMITED TO ALL OF THE DEBTOR'S RIGHTS, TITLE AND INTEREST IN TO AND UNDER THE DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE CELEBRATION POINTE PUBLIC USER FEE, DATED DECEMBER 3, 2014, AND RECORDED IN OFFICIAL RECORDS BOOK 4317, PAGE 415 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, TO ALL PUBLIC USER FEES NOW EXISTING OR HEREAFTER ACQUIRED; AND
- (b) ALL OTHER DOCUMENTS RELATING TO OR NECESSARY TO ENSURE THE COLLECTION AND REMITTANCE OF THE PUBLIC USER FEES.

5. ALTERNATE DESIGNATION (if applicable)

☐

LESSEE/LESSOR

☐

CONSIGNEE/CONSIGNOR

☐

BAILEE/BAILOR

☐

AG LIEN

☐

NON-UCC FILING

☐

SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA



**INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1**

This Interlocal Agreement (hereinafter "Agreement") by and between Alachua County, a charter county and political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter "County") and the Celebration Pointe Community Development District No. 1, a community development district established by Ordinance No. 2012-17 by the County of Alachua on December 11, 2012, and subsequently expanded by Ordinance No. 2014-03, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190 of the Florida Statutes, (hereinafter "District"), is made and entered into on the 9th day of August 2016, and shall be effective on the date of execution.

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies to enter agreements to provide services and to exercise jointly any power, privilege, or authority they share in common and which each might exercise separately; and

WHEREAS, the District is established as a limited purpose local government, and

WHEREAS, in Alachua County Resolution No. 15-126, the County delegated authority to Celebration Pointe Community Development District #1 to exercise eminent domain outside of the District boundaries for the construction of SW 32nd Road/SW 43rd Street as a safe, efficient and valuable multimodal transportation route choice for the properties along this road and traffic from both Archer Road and the Celebration Pointe Development; and

WHEREAS, the District exercised this authority in the Florida Eighth Judicial Circuit in Cases 01-2016-CA-000414 and 01-2016-CA-000415 and these cases are on-going; and

WHEREAS, the County determined that the SW 32nd Road/SW 43rd Street construction serves a public purpose and is in the best interest of the citizens of Alachua County because the construction would enhance public transportation and alleviate traffic congestion; and

WHEREAS, for the construction to enhance public transportation and alleviate traffic congestion, the entire road must be constructed;

NOW, THEREFORE, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

Section 1. Obligation of District.

The District shall complete the construction of SW 32nd Road/SW 43rd Street from SW 45th Street to Archer Road consistent with all development plan approvals by July 31, 2018.

Section 2. Obligation of County.

The County shall not withdrawal its finding of public purpose and its finding that SW 32nd Road/SW 43rd Street is in the best interest of the citizens of Alachua County. Nothing in this Agreement shall constitute an obligation for the County to issue a development order.

Section 3. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations as it relates to the construction of SW 32nd Road/SW 43rd Street.

Section 4. Default. This Agreement shall be effective on the effective date above and remain in effect until terminated as follows:

- A. If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party may give a written notice to the party in default stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the Administrating Officials of each party, or their designee, shall meet to resolve the dispute.
- B. This Agreement shall remain in full force and effect for the entire duration of the term of the Agreement. The remedy upon breach of this Agreement is specific performance by the breaching party and all other remedies available at law or equity.

Section 5. Termination. This Agreement shall be terminate upon completion of construction of SW 32nd Road/SW 43rd Street.

Section 5. Liability. Each party shall be solely responsible for the negligent acts or omissions of its employees, volunteers, and agents which in any way relate to or arise out of this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or provisions of Section 768.28, Florida Statutes. This Agreement does not create any relationship with, or any rights in favor of any third party.

Section 6. Filing of Agreement. The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the Official Records of Alachua County, as required by Section 163.01(11), Florida Statutes.

Section 7. Project Records. In the event this Agreement is terminated, the District shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County copies of all public records in possession of the District upon the termination of this Agreement. All records stored electronically shall be provided to the

County in a format that is compatible with the information technology systems of the County.

Section 8. Applicable Law. The laws of the State of Florida shall govern this Agreement; venue is Alachua County, Florida.

Section 9. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either Party to the other Party shall be in writing and, sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and the Authority's representative are:

COUNTY

County Manager
Alachua County, Florida
PO Box 2877
Gainesville, FL 32602-2877

With a copy to:
Clerk of the Court
PO Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

DISTRICT

Chairman
Celebration Pointe Community Development District No. 1
2579 SW 87th Drive
Gainesville, FL 32608

With a copy to:
Charles I. "Chic" Holden, Jr.
Attorney at Law
5608 NW 43rd Street
Gainesville, FL 32653

Section 10. Non-Waiver. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this Agreement.

