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This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 6-95-498

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**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR SOUTHWOOD COMMERCIAL PROPERTIES**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
("Declaration") is executed this 1 day of NOVEMBER 1996, by
MODERN PROPERTIES OF ST. AUGUSTINE, INC., formerly ROBINS
PROPERTIES OF ST. AUGUSTINE, INC., a Florida corporation,
("Declarant").

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RECITALS

1. Declarant is the owner of certain real property located
in St. Johns County, Florida, consisting of approximately nine (9)
acres and more particularly described on Exhibit "A" attached
hereto (the "Shopping Center Parcel").

2. Declarant intends to develop the Shopping Center Parcel
as an integrated shopping center consisting of two (2) out parcels
located adjacent to U.S. Highway 1 South (the "Out Parcels") and an
anchor parcel containing one (1) or more anchor tenants (the
"Declarant's Parcel").

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3. Declarant has agreed to convey to Mayo Foundation for Medical Education and Research, a Minnesota not-for-profit corporation ("Mayo"), a two (2) acre parcel, more particularly described on Exhibit "B" attached hereto (the "Mayo Parcel"), located adjacent to the Shopping Center Parcel on which Mayo intends to develop a medical clinic.

4. The Mayo Parcel will be accessed, and the Shopping Center Parcel will initially be accessed, by Southwood Lake Drive, a private road which lies north of and adjacent to the Mayo Parcel and by a private drive which intersects with Southwood Lake Drive and lies east of and adjacent to the Mayo Parcel, both of which are more particularly described on Exhibit "C" attached hereto (collectively, the "Entrance Road").

5. In connection with the development of the Shopping Center Parcel, Declarant will construct, from time to time, within the Shopping Center Parcel, certain driveways, access roads, entrances and sidewalks (collectively, the "Common Drives and Walkways") and a stormwater system, drainage retention ponds and outfalls as described hereinafter.

6. Declarant desires to place certain restrictions on the Shopping Center Parcel and Mayo Parcel and grant certain non-exclusive easements for the benefit of the Mayo Parcel, the Out Parcels and the Declarant's Parcel.

NOW, THEREFORE, for and in consideration of the premises, Declarant hereby declares and grants as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Grant of Non-Exclusive Easements. Declarant hereby establishes, grants and conveys the following perpetual non-exclusive easements:

A. To Mayo, its successors and assigns, for the benefit of the Mayo Parcel, a non-exclusive easement for pedestrian and vehicular ingress and egress over and across all sidewalks, driveways, entrances and drives within the Entrance Road and over all Common Drives and Walkways as may exist from time to time within the Shopping Center Parcel.

B. To Mayo, its successors and assigns, for the benefit of the Mayo Parcel, a non-exclusive easement for drainage of surface waters and stormwaters over, across and through the designated stormwater system and facilities installed by Declarant within the Entrance Road, into the drainage retention area and outfall lying east of the Mayo Parcel and more particularly described on Exhibit "D" attached hereto (collectively, the "East Retention Area and Appurtenant Drainage Facilities").

C. To Mayo, its successors and assigns, for the benefit of the Mayo Parcel, a non-exclusive easement for installation and maintenance of utilities on, over and under the Entrance Road, including the right to hook-up to the sewage lift station located within the Entrance Road. The sewage lift station and utilities necessary to serve the Mayo Parcel shall initially be installed by Declarant. In the event Mayo elects to install additional utilities within the Entrance Road or to repair any utilities installed within the Entrance Road, Mayo shall repair all damage caused to the Entrance Road by such installation or repair.

D. To the owners of the Out Parcels and Declarant's Parcel, for the benefit of the Out Parcels and Declarant's Parcel, a non-exclusive easement for pedestrian and vehicular ingress and egress over and across all sidewalks, driveways, entrances and drives within the Entrance Road and over all Common Drives and Walkways as may exist from time to time within the Shopping Center Parcel.

E. To the owners of the Out Parcels and Declarant's Parcel, a non-exclusive easement for drainage of surface waters and stormwaters over, across and through the designated stormwater system and facilities

installed by Declarant within the Shopping Center Parcel into the retention pond and outfall located south of the Mayo Parcel, adjacent to U.S. Highway 1 South and more particularly described on Exhibit "E" attached hereto (collectively, the "West Retention Area and Appurtenant Drainage Facilities").

F. Declarant and its successors and assigns reserve the right to use the burdened portions of the Shopping Center Parcel in a manner that will not adversely interfere with the non-exclusive easements granted herein.

G. Declarant further reserves the right, without the consent of any other owner, to dedicate the Entrance Road and East Retention Area and Appurtenant Drainage Facilities to a governmental entity or responsible Property Owners' Association and the lift station and utility lines installed by Declarant within the Entrance Road to a governmental entity.

3. Maintenance and Operation of Easements. Following their initial construction, the owner of the Declarant's Parcel shall reasonably operate, maintain, repair and replace the Entrance Road, all Common Drives and Walkways as may exist from time to time within the Shopping Center Parcel, the East Retention Area and Appurtenant Drainage Facilities and West Retention Area and

Appurtenant Drainage Facilities in good order and repair and in accordance with applicable laws, rules and regulations. Maintenance of the Entrance Road and East Retention Area and Appurtenant Drainage Facilities will be performed jointly with any Property Owners' Association to which the Entrance Road and/or East Retention Area and Appurtenant Drainage Facilities may be dedicated as provided above. Maintenance of the East and West Retention Areas and Appurtenant Drainage Facilities shall mean the exercise of practices which will allow such retention areas and appurtenant facilities to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the permits issued for the Shopping Center Parcel and Mayo Parcel by the St. Johns River Water Management District. Provided, the owners of the Mayo Parcel and Out Parcels shall contribute to the maintenance obligations of Declarant as follows:

- A. In the event the Entrance Road is not dedicated to a governmental entity, the owner of the Mayo Parcel, shall pay and be responsible for ten percent (10%) of the reasonable costs of operating, maintaining, repairing or replacing the Entrance Road. The owner of the Mayo Parcel shall also pay and be responsible for a prorata share of the reasonable costs of operating, maintaining, repairing or replacing the East Retention Area and Appurtenant Drainage Facilities based upon a ratio of the

~~acrecage of the Mayo Parcel to the overall acreage of all properties ultimately to be benefitted by the East Retention Area and Appurtenant Drainage Facilities and for twenty percent (20%) of the reasonable cost of installing, operating, maintaining, repairing and replacing two (2) fountains which Declarant shall install within the West Retention Area upon completion of such West Retention Area.~~

~~B. In the event the Entrance Road is not dedicated to a governmental entity, each owner(s) of an Out Parcel shall pay and be responsible for ten percent (10%) of the reasonable costs of operating, maintaining, repairing or replacing the Entrance Road. Each owner(s) of an Out Parcel shall also pay and be responsible for a prorata share of the reasonable costs of operating, maintaining, repairing and replacing all Common Drives and Walkways as may exist from time to time within the Shopping Center Parcel and the West Retention Area and Appurtenant Drainage Facilities, including the two (2) fountains installed by Declarant within the West Retention Area, based upon a ratio of the acreage of each Out Parcel to the overall acreage of the Shopping Center Parcel.~~

~~C. Mayo and the owners of the Out Parcels shall pay their proportionate share of such reasonable costs as~~

set forth in subparagraphs A and B above within sixty (60) days of written request therefore. If requested by Mayo or the owners of the Out Parcels, the owner of the Declarant's Parcel shall furnish reasonable evidence of such reasonable costs.

4. Lien for Maintenance Costs. The owner, from time to time, of the Declarant's Parcel is hereby granted a lien upon the Mayo Parcel or the Out Parcels respectively, to secure all sums due the owner of the Declarant's Parcel from the owners of the Mayo Parcel or Out Parcels respectively, under the terms of this Declaration. The lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments not paid by the due date at the rate of twelve percent (12%) per annum, and all costs and expenses, including reasonable attorney's fees incurred at all levels of the proceedings, in enforcing the lien upon the Mayo Parcel or Out Parcels. The lien granted herein may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida and shall be effective from and after the time of recording in the public records of St. Johns County, Florida, of a Claim of Lien stating the description of the Mayo Parcel or Out Parcels, as the case may be, the name or names of the record owner(s), the amounts due and the date when due. The lien shall continue in effect until all sums secured by the lien have been fully paid. Upon full payment of the sums secured by the

lien, it shall be satisfied of record. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of the Mayo Parcel or Out Parcels, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted herein to the owner of the Declarant's Parcel and shall acquire such interest in the Mayo Parcel or Out Parcels expressly subject to such lien rights.

5. Use Restrictions.

5.1 The parcels comprising the Shopping Center Parcel may be used only for those uses and purposes authorized by the Planned Unit Development zoning classification approved for the Mayo Parcel and Shopping Center Parcel by St. Johns County, except that the following uses shall be prohibited on the Shopping Center Parcel less and except the Mayo Parcel:

- A. Any medical offices or clinics in excess of 8,000 square feet, in the aggregate, other than dentists, orthodontists, optometrists and the medical clinic constructed on the Mayo Parcel;
- B. Movie theaters, except that cinema pubs containing no more than 6,000 square feet of floor space may be permitted;
- C. The sale of alcoholic beverages, except in conjunction with the service of food in a restaurant or

in a cinema pub or in connection with the sale of groceries by a retail supermarket or a specialty shop;

D. Filling stations for gasoline, diesel fuel or gasohol;

E. Convenience stores;

F. Self-service laundries;

G. Lounges or adult entertainment facilities;

H. Commercial indoor recreational facilities such as pool halls; and

I. Pawn shops.

5.2 A pharmacy may not be operated on the Mayo Parcel unless, on the date which is three (3) years after the recording of this Declaration, or on any date subsequent to said three (3) year period, no pharmacy is in operation within the Shopping Center Parcel, in which case the restriction contained in this Section 5 shall terminate and be of no further force or effect.

6. Architectural Control for Out Parcels.

To ensure the Out Parcels are developed in harmony with the Mayo Parcel and the Shopping Center Parcel and present a neat and attractive appearance from all sides, no buildings, structures, fences, walls, landscaping, antenna, satellite dish, exterior lighting plan or other improvements shall be commenced, constructed or maintained upon the Out Parcels, nor shall any grading, excavating or tree removal be commenced, or any exterior addition to or change be made in or to any existing buildings or

improvements until all building, grading and landscape plans and specifications showing the nature, kind, shape, height, color, type of materials and location of the same have been submitted to and approved in writing by the Declarant in its sole discretion. The Declarant shall have the absolute right to refuse to approve any such building, grading and landscape plans and specifications which are not suitable or desirable in Declarant's sole opinion, including for purely aesthetic reasons. In passing upon any building, grading and landscape plans and specifications, the Declarant may take into consideration, among other things, the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship.

7. Miscellaneous Provisions.

7.1 Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, easement or restriction either to restrain the violation or to recover damages, or both. Such action may be undertaken by the Declarant or the owner or owners of the Mayo Parcel or Out Parcels. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceedings.

7.2 No prior or present agreements or representations shall be binding upon the parties unless included in this Declaration. No modification or change in this Declaration shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

7.3 Any notice necessary under this Declaration shall be in writing and sent by U.S. or express mail or hand delivered to the parties at the last known address of the party and shall deemed given upon receipt.

7.4 The Section Headings in this Declaration are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Declaration or any of its provisions.

7.5 This Declaration shall be governed by the laws of the State of Florida.

7.6 The St. Johns River Water Management 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 and repair of the Surface Water or Stormwater Management System.

7.7 Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

7.8 Any failure of the Declarant, Mayo or the owner(s) of the Out Parcels, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

7.9 All rights reserved herein by the Declarant shall be fully assignable and transferrable.

7.10 These covenants, restrictions, easements and maintenance obligations shall be easements and covenants running with the lands described herein and shall inure to the benefit of and be binding upon the owners of the burdened and benefitted lands and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this 1 day of Nov, 1996.

Signed, sealed and delivered in the presence of:

MODERN PROPERTIES OF ST. AUGUSTINE, INC., formerly ROBINS PROPERTIES OF ST. AUGUSTINE, INC.

Witness Kathryn Leary
(type or print name)
Witness Kathleen Morrison
(type or print name)

By: Perry Robins
PERRY ROBINS, M.D.
Its President
530 First Avenue, St. 7-H
New York, NY 10016

STATE OF New York
COUNTY OF Bronx

THE FOREGOING instrument was acknowledged before me this 1st day of November, 1996, by Perry Robins, M.D., as President of Modern Properties of St. Augustine, Inc., formerly known as Robins Properties of St. Augustine, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced FL/NY driver's number _____ as identification.

CLIFFORD S. LEARY
Notary Public, State of New York
No. 03-5007031
Qualified in Bronx County
Commission Expires Jan. 18, 1998

Signature of Notary
Clifford Leary
(Name of Notary Typed, Printed or Stamped)
Commission Number: 03-5007031
My Commission Expires: 1/19/97
o:\gb\jdb\southwoo.dec

EXHIBIT "A"

(SHOPPING CENTER PARCEL)

A PORTION OF GOVERNMENT LOTS 5 AND 9, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 381.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 809.85 FEET; THENCE NORTH 81 DEGREES 32 MINUTES 27 SECONDS EAST, 302.44 FEET; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 304.49 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 21 SECONDS EAST, 72.27 FEET; THENCE SOUTH 07 DEGREES 24 MINUTES 52 SECONDS EAST, 231.01 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES 26 SECONDS EAST, 295.89 FEET; THENCE SOUTH 15 DEGREES 46 MINUTES 05 SECONDS EAST, 441.33 FEET; THENCE SOUTH 17 DEGREES 28 MINUTES 48 SECONDS EAST, 219.94 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 17 SECONDS WEST, 559.37 FEET TO THE POINT OF BEGINNING.

ABOVE DESCRIBED PROPERTY CONTAINS 9.86 ACRES, MORE OR LESS.

ABOVE DESCRIBED PROPERTY SUBJECT TO A PROPOSED EASEMENT FOR INGRESS, EGRESS, UTILITIES AND DRAINAGE, BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1548.00 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 21 SECONDS EAST, 307.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 34 MINUTES 21 SECONDS EAST, 72.27 FEET; THENCE SOUTH 07 DEGREES 24 MINUTES 52 SECONDS EAST, 231.01 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES 26 SECONDS EAST, 64.15 FEET; THENCE SOUTH 81 DEGREES 32 MINUTES 27 SECONDS WEST, 87.71 FEET; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 304.09 FEET TO THE POINT OF BEGINNING.

ALSO SUBJECT TO A PROPOSED DRAINAGE EASEMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1051.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 140.00 FEET; THENCE NORTH 81 DEGREES 32 MINUTES 27 SECONDS EAST, 302.44 FEET; THENCE SOUTH 18 DEGREES 53 MINUTES 57 SECONDS WEST, 157.63 FEET; THENCE SOUTH 81 DEGREES 32 MINUTES 27 SECONDS WEST, 230.00 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "B"

COPY

(MAYO PARCEL)

A PORTION OF GOVERNMENT LOTS 5 AND 9, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1191.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 356.80 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 21 SECONDS EAST, 307.00 FEET; THENCE SOUTH 08 DEGREES 27 MINUTES 33 SECONDS EAST, 304.09 FEET; THENCE SOUTH 81 DEGREES 32 MINUTES 27 SECONDS WEST, 302.44 FEET TO THE POINT OF BEGINNING.

COPY

SAID DESCRIBED PARCEL CONTAINS 99,939.5 SQUARE FEET, MORE OR LESS.

COPY

EXHIBIT "C"

A PORTION OF GOVERNMENT LOTS 5 AND 9, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL A: (SOUTHWOOD LAKE DRIVE)
AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND DRAINAGE.

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1548.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 101.51 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 17 SECONDS EAST, 600.00 FEET; THENCE SOUTH 82 DEGREES 39 MINUTES 20 SECONDS EAST, 25.98 FEET; THENCE SOUTH 22 DEGREES 10 MINUTES 32 SECONDS WEST, 149.82 FEET; THENCE NORTH 81 DEGREES 02 MINUTES 46 SECONDS WEST, 65.14 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 21 SECONDS WEST, 489.78 FEET TO THE POINT OF BEGINNING.

PARCEL B: (PRIVATE DRIVE)
AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND DRAINAGE.

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1548.00 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 21 SECONDS EAST, 307.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 34 MINUTES 21 SECONDS EAST, 72.27 FEET; THENCE SOUTH 07 DEGREES 24 MINUTES 52 SECONDS EAST, 231.01 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES 26 SECONDS EAST, 64.15 FEET; THENCE SOUTH 81 DEGREES 32 MINUTES 27 SECONDS WEST, 87.71 FEET; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 304.09 FEET TO THE POINT OF BEGINNING.

COPY

A PORTION OF GOVERNMENT LOTS 5 AND 9, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL C: (EAST RETENTION AREA)
AN EASEMENT FOR UTILITIES AND DRAINAGE.

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1548.00 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 21 SECONDS EAST, 379.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 34 MINUTES 21 SECONDS EAST, 110.51 FEET; THENCE SOUTH 81 DEGREES 02 MINUTES 46 SECONDS EAST, 146.46 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH HAVING A RADIUS OF 470.00 FEET AND DELTA OF 18 DEGREES 43 MINUTES 00 SECONDS; THENCE ALONG THE ARC OF SAID CURVE, 153.65 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 15 SECONDS WEST, 49.97 FEET; THENCE SOUTH 24 DEGREES 22 MINUTES 46 SECONDS EAST, 38.76 FEET; THENCE SOUTH 10 DEGREES 52 MINUTES 29 SECONDS EAST, 138.72 FEET; THENCE SOUTH 26 DEGREES 06 MINUTES 50 SECONDS EAST, 109.41 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 15 SECONDS EAST, 231.55 FEET; THENCE SOUTH 77 DEGREES 04 MINUTES 45 SECONDS WEST, 263.75 FEET; THENCE NORTH 15 DEGREES 46 MINUTES 05 SECONDS WEST, 200.00 FEET; THENCE NORTH 27 DEGREES 18 MINUTES 26 SECONDS WEST, 295.89 FEET; THENCE NORTH 07 DEGREES 24 MINUTES 52 SECONDS WEST, 231.01 FEET TO THE POINT OF BEGINNING.

COPY

EXHIBIT "E"

**A PORTION OF GOVERNMENT LOTS 5 AND 9, SECTION 18,
TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY,
FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:**

(SOUTH RETENTION AREA)

**FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF
THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE EASTERLY
RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 08
DEGREES 27 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY
RIGHT-OF-WAY LINE, 1051.20 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE NORTH 08 DEGREES 27 MINUTES 33
SECONDS WEST, 140.00 FEET; THENCE NORTH 81 DEGREES 32
MINUTES 27 SECONDS EAST, 302.44 FEET; THENCE SOUTH 18
DEGREES 53 MINUTES 57 SECONDS WEST, 157.63 FEET; THENCE
SOUTH 81 DEGREES 32 MINUTES 27 SECONDS WEST, 230.00 FEET
TO THE POINT OF BEGINNING.**

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