

PREPARED BY AND RETURN TO:
W. A. GARTNER, ESQUIRE
GARTNER, EASON AND SIMON
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James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$60.00
JCL: \$0.70

GRANT OF EASEMENT

Date: August 28, 2003
Grantor: GERALD S. ROBERTS AND GAIL W. ROBERTS, HIS WIFE
Grantee: ORANGE PARK COMMERCE CENTER, LLLP. a Florida limited liability
limited partnership

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of land located in Clay County, Florida, more particularly described in Exhibits A-1 attached hereto (the "Parking Easement") over which it desires to grant a certain easement to Grantee, and Grantee desires to receive from Grantor the right to use the easement so granted for the purpose indicated; and

WHEREAS, the Grantor is the owner of certain other land, which said land, (the "Grantor's Land"), as more fully described on Exhibit B, incorporate the Parking Easement and will benefit from easements to be granted by the Grantee.

WHEREAS, the Grantee, is the owner of certain land adjacent to the Grantor's Land (the "Grantee's Land") as more fully described on Exhibit C, that will benefit from the easements herein granted by the Grantor and over which it will grant an easements to the Grantor including the easement described in Exhibit A-2 (the "Drainage Easement").

NOW, THEREFORE, in consideration of the matters set forth herein and the mutual covenants and agreements of the parties hereto, Grantor and Grantee agree as follows:

1 Ingress and Egress The parties hereby convey, grant and assign to each other, their heirs, personal representatives, successors and assigns a non-exclusive easement in common with each other, to the use of their respective lands, for ingress and egress to and from their lands over areas paved for access ways and

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roadways as they may from time to time exist (the "Ingress and Egress Easement"). Except during periods of construction, each party shall use the Ingress and Egress Easement herein granted only for vehicular and pedestrian traffic and in such a manner as not to interfere with the owning parties use thereof. Either party shall have the right to construct "speed bumps" on those portions of the Ingress and Egress Easement located on such party's land.

2. Maintenance of Ingress and Egress Easement. Each party shall, at all times keep that portion of the Ingress and Egress Easement located on such party's land paved and in a good state of maintenance and repair and shall be responsible for the full cost and expense of maintaining same. The cost of any repairs or maintenance performed by the Grantor or by the Grantee by reason of the other party's failure to comply with the terms of this paragraph 2, after thirty (30) days notice, shall be treated as a reimbursable expense payable pursuant to the provisions of paragraph 12 hereof.

3. Drainage Easements. Grantee hereby conveys, grants and assigns to Grantor, its successors and assigns, a non-exclusive right-of-way and easement, with the right, privilege and authority in Grantor, their heirs, personal representatives, successors and assigns, to construct, operate, lay, maintain, improve and repair subsurface pipes for drainage under the Drainage Easement area, and to use in common with Grantee all drainage pipes contained in the Drainage Easement together with the right in common with the Grantee to use any outfall ditch, retention ponds, lakes or other areas now in existence or hereafter constructed in the Drainage Easement area for storm water retention and detention, to dispose of or contain the ground water from Grantor's Land. The Grantor shall not be required to provide retention facilities on Grantor's Land for its intended or existing development. Each party grants to the other party, their heirs, personal representatives, successors and assigns a non-exclusive easement over their land to construct, operate, lay, maintain, improve and repair any subsurface pipes for drainage and catch basins necessary to convey their ground water into the Drainage Easement (the "Reciprocal Drainage Easement"). The Grantor shall have the right of ingress and egress to and over said above described Drainage Easement and each party will have such rights as to the Reciprocal Drainage Easement together also with the rights, easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted. Each party shall, after constructing, repairing, restoring, replacing removing or otherwise altering the drainage lines and facilities, restore the surface of the easement area to the condition existing immediately prior to the commencement of same. The use by the Grantee of the above described Drainage Easement and the use of each party of the Reciprocal Drainage Easement for the purposes set forth herein, excluding groundwater retention and detention, shall not interfere with or obstruct except-during periods of construction or repair, the use of the surface of the said easements by the parties, or their successors and assigns

4. Maintenance of Drainage Easements. Each party hereby assumes the obligation to improve and maintain the drainage lines constructed by it at its sole cost and expense. As to all drainage lines, retention ponds, outfall ditches, lakes or similar drainage ways located in the Drainage Easement area used in common by the Grantor and Grantee for the disposal or retention and detention of ground water, the Grantee shall maintain the same in a good state of repair and in a clean and attractive manner. The cost of any repairs or maintenance performed by the Grantee or by the Grantor by reason of the Grantee's failure to comply with the terms of this paragraph 6, which rights are hereby granted to Grantor, and the cost of any improvements deemed necessary by the Grantee or Grantor in their reasonable discretion or required by any governmental authority, shall be shared by the parties in the ratio of the acreage of each party's land served by the Drainage Easement. Any cost incurred by one party due to the other party's failure to maintain or repair shall be treated as a reimbursable expense payable pursuant to the provisions of paragraph 12 hereof.

5 Parking Easement. The Grantor hereby grants, conveys and assigns to Grantee, its successors and assigns, the non-exclusive easement and right to enter upon and use any part or all of the "Parking Easement" for parking and for no other purpose whatsoever. The Parking Easement shall be exclusive as to parking only for so long as the Grantee's Parcel is lease to Corinthian Colleges, Inc., a Delaware corporation, its affiliates, successors or assigns ("Corinthian"). Affiliate means any person or entity which, directly or indirectly, controls is under common control with or is controlled by Corinthian Colleges, Inc. The concept of "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management of such person or entity whether through ownership of voting securities or otherwise. At such time as the lease to Corinthian is terminated, this parking easement shall terminate and be of no further force or effect.

6. Maintenance of Parking Easement. For so long as the Grantee has the exclusive right to park in the Parking Easement area, the Grantee shall keep the Parking Easement clean, neat in a good state of repair and well landscaped at its sole cost and expense. The Grantee shall not erect any sign on the Parking Easement except those expressly agreed to and approved in writing by the Grantor. The Grantor shall have the right to provide any maintenance and repair not performed by the Grantee in an expeditious manner. Provided, however, that Grantor will not undertake any maintenance or repair pursuant to this paragraph 6 without giving the Grantee written notice specifying the maintenance or repair which it has failed to perform and granting thirty (30) days within which to fully perform such maintenance or repair. Any cost incurred by Grantor due to the Grantee's failure to maintain or repair the Parking Easement area shall be treated as a reimbursable expense payable pursuant to the provisions of paragraph 12 hereof.

7 Other Utility Lines There are located on the lands of both the Grantor and the Grantee other utility lines for water and sewer an existing landscape

sprinkler system and electric lines servicing parking lot lighting. The parties agree that it would be unduly expensive to separate those lines at this time but each reserve the right to do so at a future date. For so long as such lines are used in common or as otherwise necessary under the circumstances for the use and enjoyment of each party's land, the parties hereby convey, grant and assign to each other, their heirs, personal representatives, successors and assigns a non-exclusive right-of-way and easement, with the right, privilege and authority to construct, operate, lay, maintain, improve and repair and use in common with the other party subsurface pipes, for water and sewer and landscape sprinkler systems and for electric lines to service lighting fixtures and light poles (the "Facilities") on their respective land. Each party shall have the right of ingress and egress to and over the other parties land for the purpose of doing anything necessary, useful or convenient for the enjoyment of the easements herein granted and the Facilities located therein. Each party shall, after constructing, repairing, restoring, replacing, removing or otherwise altering the Facilities, restore the surface of the easement area to the condition existing immediately prior to the commencement of same. The use by the parties of the easement areas and Facilities for the purpose set forth herein, shall not interfere with or obstruct, except during periods of construction or repairs, the use of the surface of the easement area. Each party shall maintain that portion of the Facilities and easement area located on its land and not used in common by both parties. The cost to maintain common Facilities such as pumps, meters, junction box, back flow preventers, etc., shall be shared by the parties based on a pro rata acreage basis excluding the acreage of the land located in the Drainage Easement. The maintenance of such common Facilities shall be the responsibility of the Grantor. Provided, however, if the party responsible for such maintenance or repair fails to perform such maintenance, the other party shall have the right, after thirty (30) days notice, to perform such maintenance or repair. Any cost incurred by one party due to the other party's failure to maintain or repair shall be treated as a reimbursable expense payable pursuant to the provisions of paragraph 12 hereof.

8. Miscellaneous. This agreement shall be construed in accordance with the laws of the State of Florida, and jurisdiction and venue for any disputes hereunder shall be in the Circuit Court of Clay County, Florida. The prevailing party in any dispute arising hereunder shall be entitled to recover all costs and expenses incurred at or before trial and appeal, including reasonable attorneys' fees and costs.

9. Indemnification. Grantee and Grantor each agree to indemnify and hold each other harmless from and against any and all loss, cost, liability or damage arising out of or occasioned by their respective use of the easements herein granted and Grantee and Grantor each agree to include each other as additional insureds on all liability insurance carried by each of them with respect to their respective lands. Except as expressly provided for herein, each party shall pay all applicable taxes relating to its own land regardless of the use being made thereof hereunder by the other party.

10. Easements Running with Land. The easements and rights herein granted are and shall be an appurtenance to the lands of the Grantor or Grantee benefited thereby, shall run with and bind the lands of the Grantor or Grantee burdened thereby, and shall be binding upon the parties hereto and their respective successors and assigns throughout the term of this agreement.

11. Mortgagees. It is understood and agreed that this Grant Of Easement shall be effective after the execution hereof by Grantor and Grantee, and joinder herein by all mortgagees with interests in any of the easements herein granted. Any encumbrances now or hereafter placed upon any easement area shall be subordinate to the rights of the parties hereunder.

12. Reimbursable Expenses. All expenses required to be reimbursed between the parties hereto shall bear interest at the rate of eighteen (18%) percent per annum from and after ten (10) business days after the same have been submitted for payment until the same have been paid in full. All billings shall be accompanied by paid invoices evidencing the nature of the work performed and itemizing the cost thereof. The parties agree to cooperate with each other in making any required repairs and to agree in writing in advance of the expenditure of funds as to the nature and extent of the maintenance and repairs required, except as to emergency repairs which the Grantor or Grantee determine must be performed immediately to avoid damages to their lands or the use thereof or repairs that are the obligation of one party which the other party undertook in its reasonable discretion after the required notice to the obligated party. All such repairs and maintenance must be proximately related to the easement herein granted and the use being made of same by the Grantor or by the Grantee as the case may be.

13. Relocation of Easements. Notwithstanding anything to the contrary contained herein, each party shall have the right, at any time and from time to time, without the consent of the other party, to relocate any of the easement areas, including, in the case of the Parking Easement, to an adjacent but reasonable accessible parcel owned or leased by the Grantor or an affiliate of the Grantor, so long as the easements granted to the other party herein, as relocated, are reasonably similar in size and scope. In the event that such relocation occurs after the improvements contemplated by the easement granted have been constructed, as provided herein, such relocation shall be the sole cost and expense of the party relocating the concerned easement.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Grant of Easement to be executed, the day and year first above written.

GRANTOR:

Tristan Curley
Print Name: Tristan Curley

[Signature]
Print Name: W.A. Shaw

[Signature]
Print Name: W.A. Shaw

Casey Barnes
Print Name: CASEY BARNES

Gerald S. Roberts
GERALD S. ROBERTS

Gail W. Roberts
GAIL W. ROBERTS

GRANTEE

ORANGE PARK COMMERCE CENTER, LLLP,
a Florida limited liability limited partnership

Tristan Curley
Print Name: Tristan Curley

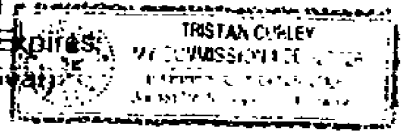
[Signature]
Print Name: W.A. Shaw

By: *[Signature]*
R. Lamar Shaw Jr., General Partner

STATE OF FLORIDA
COUNTY OF Duval


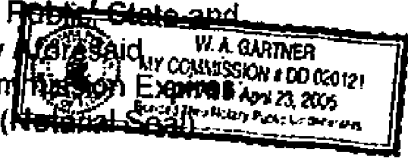
This foregoing instrument was acknowledged before me this 28th day of August, 2003, by Gerald S. Roberts, who is either personally known to me or () has produced _____ identification.

Tristan Curley
Name: Tristan Curley
Notary Public State and
County Aforesaid
My Commission Expires _____
(Notarial Seal)




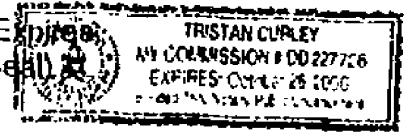
STATE OF FLORIDA
COUNTY OF Duval

This foregoing instrument was acknowledged before me this 27th day of August, 2003, by Gail W. Roberts, who is either personally known to me or has produced _____ identification.


Name: _____
Notary Public, State and
County of Florida
My Commission Expires April 23, 2006

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

This foregoing instrument was acknowledged before me this 28th day of August, 2003, by R. Lamar Shaw, Jr., as the General Partner of Orange Park Commerce Center, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is either personally known to me or has produced _____ identification.


Name: Tristan Curley
Notary Public, State and
County Aforesaid
My Commission Expires _____
(Notarial Seal) 
TRISTAN CURLEY
MY COMMISSION # DD 227726
EXPIRES: October 28 2006

JOINDER

SouthTrust Bank, as Lender, joins in and consents to this Grant of Easement


Dated as of the 28th day of August, 2003.

Signed, Sealed and Delivered
in the Presence of:

SOUTHTRUST BANK



Print Name: Tristan Curley


Print Name: J. O'Connell, Jr.

By: 
Print Name: J. O'Connell, Jr.
Title: Group Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

This foregoing instrument was acknowledged before me this 28th day of August, 2003, by James O'Connell, Jr. as Group Vice President SOUTHTRUST BANK, on behalf of the banking institution, who is either () personally known to me or () has produced _____ identification


NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES



EXHIBITS

- A-1 Parking Easement
- A-2 Drainage Easement
- B Grantor's Land
- C Grantee's Lands

Exhibit A-1

PARKING EASEMENT

A PORTION OF LOTS 6 AND 7, SECTION 3, AS SHOWN ON THE MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANY'S LAND, ORANGE PARK, CLAY COUNTY, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $11^{\circ}56'16''$ WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD, A DISTANCE OF 231.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH $78^{\circ}26'40''$ EAST, 44.23 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $83^{\circ}34'49''$ EAST, 25.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $83^{\circ}34'49''$ EAST, 25.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $78^{\circ}26'40''$ EAST, 54.21 FEET; THENCE NORTH $11^{\circ}33'20''$ WEST, 257.83 FEET; THENCE SOUTH $78^{\circ}26'40''$ WEST, 149.37 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD; THENCE SOUTH $11^{\circ}56'16''$ EAST, ALONG LAST SAID LINE, 241.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.85 ACRES, MORE OR LESS.

RETENTION

A PORTION OF LOTS 6 AND 7, SECTION 3, AS SHOWN ON THE MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANYS LAND, ORANGE PARK, CLAY COUNTY, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 11°56'16" WEST, 786.52 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 326.48 FEET, AN ARC DISTANCE OF 76.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°38'31" WEST, 76.23 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; COURSE NO. 3: CONTINUING NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 326.48 FEET, AN ARC DISTANCE OF 107.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°46'15" WEST, 106.92 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1182, PAGE 619 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°44'39" WEST, ALONG LAST SAID LINE, 115.91 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NUMBER 295 (A LIMITED ACCESS PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 9-A, SECTION NUMBER 71001-2401); THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 52°40'03" EAST, 12.50 FEET; COURSE NO. 2: SOUTH 62°46'48" EAST, 225.48 FEET; COURSE NO. 3: SOUTH 76°06'33" EAST, 39.28 FEET TO THE WESTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 2, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 851, PAGE 188 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 33°01'23" EAST, ALONG LAST SAID LINE, 663.23 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED EXHIBIT A-1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1182, PAGE 619 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 06°26'28" WEST, ALONG LAST SAID LINE, 20.53 FEET; THENCE NORTH 34°45'40" WEST, 644.65 FEET; THENCE SOUTH 78°09'29" WEST, 179.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES, MORE OR LESS.

A PORTION OF LOT 7, SECTION 3, AS SHOWN ON THE MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANYS LAND, ORANGE PARK, CLAY COUNTY, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 11°56'16" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD, A DISTANCE OF 231.16 FEET; THENCE NORTH 78°26'40" EAST, 44.23 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°34'49" EAST, 25.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°34'49" EAST, 25.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°26'40" EAST, 54.21 FEET; THENCE NORTH 11°33'20" WEST, 257.83 FEET; THENCE NORTH 78°26'40" EAST, 147.16 FEET; THENCE SOUTH 41°23'16" EAST, 40.93 FEET; THENCE NORTH 57°21'33" EAST, 30.75 FEET; THENCE SOUTH 34°45'40" EAST, 193.85 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED EXHIBIT A-1 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1182, PAGE 619 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 06°26'28" WEST, ALONG LAST SAID LINE, 73.84 FEET; THENCE SOUTH 16°27'46" EAST, 23.99 FEET TO A POINT ON THE ARC OF A CURVE LEADING SOUTHWESTERLY, SAID POINT LYING ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 143.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°10'30" WEST, 142.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 40°26'34" WEST, 155.06 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 3: SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 158.10 FEET, AN ARC DISTANCE OF 103.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°15'09" WEST, 101.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 78°03'44" WEST, 31.23 FEET; COURSE NO. 5: NORTH 56°56'16" WEST, 35.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.86 ACRES, MORE OR LESS.

together with
PARKING EASEMENT

A PORTION OF LOTS 5 AND 7, SECTION 3, AS SHOWN ON THE MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANYS LAND, ORANGE PARK, CLAY COUNTY, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 11°56'16" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD, A DISTANCE OF 231.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 78°26'40" EAST, 44.23 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY, THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°34'49" EAST, 25.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY, THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°34'49" EAST, 25.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 78°26'40" EAST, 54.21 FEET, THENCE NORTH 11°33'20" WEST, 257.83 FEET, THENCE SOUTH 41°23'16" WEST, 40.93 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD; THENCE SOUTH 11°56'16" EAST, ALONG SAID LINE, 243.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.85 ACRES, MORE OR LESS.

COLLEGE

A PORTION OF LOT 6, SECTION 3, AS SHOWN ON THE MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANY'S LAND, ORANGE PARK, CLAY COUNTY, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, SAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH $11^{\circ}56'16''$ WEST, 473.00 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH $11^{\circ}56'16''$ WEST, 313.52 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 3: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 326.48 FEET, AN ARC DISTANCE OF 76.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $18^{\circ}38'31''$ WEST, 76.23 FEET; THENCE NORTH $78^{\circ}09'29''$ EAST, 179.87 FEET; THENCE SOUTH $34^{\circ}42'10''$ EAST, 450.80 FEET; THENCE SOUTH $57^{\circ}21'33''$ WEST, 30.75 FEET; THENCE NORTH $41^{\circ}23'16''$ WEST, 40.93 FEET; THENCE SOUTH $78^{\circ}26'40''$ WEST, 296.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.29 ACRES, MORE OR LESS.

together with:

RETENTION

A PORTION OF LOTS 6 AND 7, SECTION 3, AS SHOWN ON THE MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANY'S LAND, ORANGE PARK, CLAY COUNTY, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH $11^{\circ}56'16''$ WEST, 786.52 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 326.48 FEET, AN ARC DISTANCE OF 76.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $18^{\circ}38'31''$ WEST, 76.23 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; COURSE NO. 3: CONTINUING NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 326.48 FEET, AN ARC DISTANCE OF 107.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $34^{\circ}46'15''$ WEST, 106.92 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1182, PAGE 619 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $01^{\circ}44'39''$ WEST, ALONG LAST SAID LINE, 115.91 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NUMBER 295 (A LIMITED ACCESS PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 9-A, SECTION NUMBER 71001-2401); THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $52^{\circ}40'03''$ EAST, 12.50 FEET; COURSE NO. 2: SOUTH $62^{\circ}46'48''$ EAST, 225.48 FEET; COURSE NO. 3: SOUTH $76^{\circ}06'33''$ EAST, 39.28 FEET TO THE WESTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 2, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 851, PAGE 188 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $33^{\circ}01'21''$ EAST, ALONG LAST SAID LINE, 663.93 FEET TO THE SOUTHEASTERLY LINE OF THESE LANDS (DESIGNATED EXHIBIT A-1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1182, PAGE 619 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY); THENCE SOUTH $06^{\circ}28'08''$ WEST, ALONG LAST SAID LINE, 20.53 FEET; THENCE NORTH $34^{\circ}45'40''$ WEST, 644.65 FEET; THENCE SOUTH $78^{\circ}09'29''$ WEST, 179.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES, MORE OR LESS.