

INSTR # 200533175
OR BK 01348 PGS 1595-1639
RECORDED 09/09/2005 11:45:24 AM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 384.00

This instrument prepared by
and after recording return to:

Kennedy Covington Lobdell & Hickman, L.L.P. (M. Thornton)
434 Fayetteville Street Mall, 19th Floor
Raleigh, North Carolina 27602-1070

Record and Return to:
Amy Greipp
Fidelity National Title Insurance Co.
1800 Parkway Place, #700
Marietta, GA 30067

FOURTH AMENDMENT TO
RECIPROCAL EASEMENT, OPERATING AND DEVELOPMENT
AGREEMENT FOR SHOPPES AT AMELIA CONCOURSE
(NASSAU COMMERCE CENTER)

THIS FOURTH AMENDMENT TO RECIPROCAL EASEMENT, OPERATING AND DEVELOPMENT AGREEMENT FOR SHOPPES AT AMELIA CONCOURSE (NASSAU COMMERCE CENTER) (this "Fourth Amendment") is hereby made and entered into as of the 7th day of Sept., 2005, by and among JOHNNY L. DUDLEY, DANIEL P. DUDLEY and GARY L. DUDLEY (collectively, "Dudley"), KIMCO NASSAU LLC, a Florida limited liability company ("Kimco Nassau"), JOHNNY L. DUDLEY, DANIEL P. DUDLEY and GARY L. DUDLEY (collectively having a ½ undivided interest) and KD NASSAU OUTPARCELS 1112A, INC., a Florida corporation (having a ½ undivided interest), as Tenants-in-Common (collectively, the "Tenancy-in-Common"); and HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot").

WHEREAS, Dudley, Kimco Nassau and Tenancy-in-Common entered into that certain Reciprocal Easement, Operating and Development Agreement for Shoppes at Amelia Concourse (Nassau Commerce Center) dated December 16, 2003, recorded at Instrument No. 200345760 in Official Record Book 1196, Page 1811, in the Office of the Clerk of Circuit Court of Nassau County, as amended by that certain First Amendment to Reciprocal Easement, Operating and Development Agreement for Shoppes at Amelia Concourse (Nassau Commerce Center) dated December 10, 2004, recorded as Instrument No. 200501147 in Official Record Book 1287, Page 797, aforesaid records, and by that certain Second Amendment to Reciprocal Easement, Operating and Development Agreement for Shoppes at Amelia Concourse (Nassau Commerce Center) dated June 15, 2005, recorded as Instrument No. 200521857 in Official Record Book 1326, Page 803, aforesaid records, and by that certain Third Amendment to Reciprocal Easement, Operating and Development Agreement for Shoppes at Amelia Concourse (Nassau Commerce Center) dated August __, 2005, recorded of even date in the aforesaid records (the Reciprocal Easement, Operating and Development Agreement for Shoppes at Amelia Concourse (Nassau Commerce Center), as amended by the aforesaid First Amendment to Reciprocal

Easement, Operating and Development Agreement for Shoppes at Amelia Concourse (Nassau Commerce Center) and Second Amendment to Reciprocal Easement, Operating and Development Agreement for Shoppes at Amelia Concourse (Nassau Commerce Center) and Third Amendment to Reciprocal Easement, Operating and Development Agreement for Shoppes at Amelia Concourse (Nassau Commerce Center), together with this Fourth Amendment, are hereinafter referred to as the "Declaration").

WHEREAS, Home Depot has of even date herewith acquired from Kimco Nassau the Home Depot Parcel as defined herein.

WHEREAS, Kimco Nassau intends to convey the Target Parcel, as defined herein, to Target Corporation, a Minnesota corporation ("Target"), although Target is not yet the record owner of the Target Parcel.

WHEREAS, Kimco Nassau is the owner of the Developer Parcel and the Mitigation Parcels as defined herein.

WHEREAS, Dudley is the owner of the Residential Tract.

WHEREAS, Tenancy-in-Common is the owner of those certain Outparcel Tracts identified as Tracts 5 through 20, inclusive, on Sheet 2 of 5 of the map entitled "Shoppes at Amelia Concourse" prepared by Bessert, Hannack and Ruckman, Inc., dated June 29, 2005 and recorded in Book 7, Page 128 in the Office of the Circuit Court of Nassau County, Florida. Tracts 5 through 20 are sometimes referred to herein as Outparcels 1 through 16 where Tract 5 is the same property as Outparcel 1, Tract 6 is the same property as Outparcel 2 and such correspondent numbering continues for each Outparcel so that Tract 20 is the same property as Outparcel 16.

WHEREAS, Dudley, Kimco Nassau, Tenancy-in-Common and Home Depot collectively own all of the Property and now desire to further amend the Declaration.

NOW, THEREFORE, for and in consideration of the covenants set forth herein and other good and valuable consideration, the Declaration is hereby amended as follows:

1. Capitalized Terms. Except as otherwise set forth herein, all capitalized terms contained in this Fourth Amendment shall have the meanings set forth in the Declaration.

2. Definitions – Article I. The Declaration is hereby amended to provide or amend the following definitions:

A. Approving Party. "Approving Party" shall mean the Owners of Shopping Center Parcels designated from time to time to make certain decisions and/or give certain approvals in connection with the Commercial Property pursuant to the terms of this Declaration. The Developer Parcel and the Mitigation Parcels shall be represented collectively by one (1) Approving Party, and there shall be one (1) Approving Party representing the Target Parcel, and one (1) Approving Party representing the Home Depot Parcel. Any consent required under the

terms of the Declaration to be obtained from the Owners of the Shopping Center Parcels shall be obtained by obtaining the consent of the foregoing Approving Parties. Each Approving Party shall have absolute discretion to make the decisions and/or give the approvals expressly designated to be made and/or given on behalf of the real estate represented by such position regardless of whether the Approving Party then owns all or less than all of the Developer Parcel and the Mitigation Parcels or the Home Depot Parcel or the Target Parcel, as the case may be. The Owner designated as Approving Party for the Developer Parcel and the Mitigation Parcels shall have the right to assign such status to any other Owner owning a Shopping Center Parcel within the Developer Parcel; provided, however, if such assignment is not made in writing, then the status of Approving Party for the Developer Parcel and the Mitigation Parcels shall automatically be deemed assigned to the Owner acquiring the last portion of the Developer Parcel owned by the Owner then holding the status of Approving Party for the Developer Parcel. The Owner designated as Approving Party for the Target Parcel shall have the right to assign such status to any other Owner owning a Shopping Center Parcel within the Target Parcel; provided, however, if such assignment is not made in writing, then the status of Approving Party for the Target Parcel shall automatically be deemed assigned to the Owner acquiring the last portion of the Target Parcel owned by the Owner then holding the status of Approving Party for the Target Parcel. The Owner designated as Approving Party for the Home Depot Parcel shall have the right to assign such status to any other Owner owning a Shopping Center Parcel within the Home Depot Parcel; provided, however, if such assignment is not made in writing, then the status of Approving Party for the Home Depot Parcel shall automatically be deemed assigned to the Owner acquiring the last portion of the Home Depot Parcel owned by the Owner then holding the status of Approving Party for the Home Depot Parcel. Developer shall be the initial Approving Party for the Developer Parcel and the Mitigation Parcels; Developer shall be the initial Approving Party for the Target Parcel; and Home Depot shall be the initial Approving Party for the Home Depot Parcel.

B. Developer. "Developer" shall mean the Owner of the Developer Parcel. The Developer is currently Kimco Nassau LLC.

C. Developer Parcel. "Developer Parcel" shall mean that portion of the Shopping Center Tract more particularly described on Exhibit 1 attached hereto.

D. Home Depot Parcel. "Home Depot Parcel" shall mean that portion of the Shopping Center Tract acquired by Home Depot more particularly described on Exhibit 2 attached hereto.

E. Mitigation Parcels. "Mitigation Parcels" shall mean those portions of the Shopping Center Tract more particularly described on Exhibit 3 attached hereto.

F. Primary Building Area. "Primary Building Area" shall mean those specifically designated areas on the Site Plan that collectively provide protection for the type of "unlimited area" Building referred to in Section 4.2(f) hereof.

G. Property. "Property" shall mean that certain approximately 168.26-acre tract of real property located in Nassau County, Florida, which is comprised of the Residential

Tract, the Shopping Center Tract and the Outparcel Tracts, less and except those portions of the Property which were released from this Declaration pursuant to the Third Amendment.

H. Shopping Center Tract. "Shopping Center Tract" consists exclusively of the Home Depot Parcel, the Target Parcel, the Developer Parcel, and the Mitigation Parcels, each of which is a Shopping Center Parcel for purposes of the Declaration. As previously provided in the Declaration, the Shopping Center Tract and the Outparcel Tracts are sometimes referred to together as the "Commercial Property".

I. Target Parcel. "Target Parcel" shall mean that portion of the Shopping Center Tract more particularly described on Exhibit 4 attached hereto.

3. Site Plan. The Site Plan attached to the Declaration as Exhibit A is hereby deleted in its entirety and the site plan attached hereto as Exhibit A is hereby substituted in lieu thereof.

4. Section 1.2. Section 1.2 and all other relevant provisions of the Declaration are hereby amended to provide that, subject to applicable governmental laws, regulations and requirements, the sidewalks in front of any Building or garden center on the Home Depot Parcel and those areas of the Home Depot Parcel designated "Outside Sales Area" or "Outdoor Storage" on the Site Plan may be used for sales (including the sale of food and beverages as well as merchandise), display and/or storage purposes.

5. Section 1.4. Section 1.4 and all other relevant provisions of the Declaration are hereby amended to provide that any outside sales area or garden center area on the Home Depot Parcel shall be excluded from the calculation of Floor Area. Notwithstanding the foregoing, any garden center area shall be included in the calculation of GLA for those purposes expressly set forth in Section 4.3(c) of the Declaration concerning Development of Regional Impact ("DRI") review. Additionally, the Home Depot Parcel shall contain adequate parking spaces to comply with all applicable zoning ordinances and other governmental laws, ordinances and regulations relative to the improvements located on the Home Depot Parcel from time to time without including or relying on any parking spaces located outside the boundaries of the Home Depot Parcel.

6. Section 2.6. Section 2.6 of the Declaration is hereby amended to provide that the Tenancy-in-Common, without limiting the easements and rights granted therein to the Owner(s) of the Shopping Center Parcels, (a) grant and convey to Home Depot, as the Owner of the Home Depot Parcel and for the benefit of such Parcel, the non-exclusive perpetual easement and right to affix and maintain double-sided identification sign panels on the multi-party pylon signs located on Outparcels 4, 11 and 14 (Tracts 8, 15 and 18) in the areas on such Outparcels designated "Pylon/Monument Signage Area" on the Site Plan, together with reasonable access over, under, upon, through and across the Commercial Property for purposes of installing, maintaining, repairing and/or replacing its sign panels, and (b) grant and convey to the Owner of the Target Parcel and for the benefit of such Parcel, the non-exclusive perpetual easement and right to affix and maintain double-sided identification sign panels on the multi-party pylon signs located in the areas designated as "Pylon/Monument Signage Areas" on Outparcels 4, 11 and 14 (Tracts 8, 15 and 18) as shown on the Site Plan, together with reasonable access over, under,

upon, through and across the Commercial Property for purposes of installing, maintaining, repairing and/or replacing its sign panels. The Owner of the Home Depot Parcel (or Occupant(s) designated by the Owner of the Home Depot Parcel) shall be entitled to place its sign panel(s) in the lowest position on each such pylon sign in the sign panel area shown on Exhibit 5 attached hereto. The Owner of the Target Parcel (or Occupant(s) designated by the Owner of the Target Parcel) shall be entitled to place its sign panel(s) in the highest occupant sign panel position on each such pylon sign (but below the name of the Shopping Center) in the sign panel area shown on Exhibit 5 attached hereto. The location and dimensions of the sign panel areas reserved for the Home Depot Parcel on each such pylon sign shall be as shown on Exhibit 5.

7. Section 4.2. Section 4.2 of the Declaration is hereby amended by adding the following after the last sentence of 4.2 (b):

Notwithstanding the foregoing, the Home Depot Parcel shall contain at least three and 94/100ths (3.94) parking spaces per 1,000 square feet of Floor Area.

Section 4.2 of the Declaration is further amended by adding the following:

- (e) The Approving Parties hereby specifically consent to the placement of Buildings along their respective common boundary lines, and each Owner of a Shopping Center Parcel agrees to support any request by another Owner of a Shopping Center Parcel for a side-yard or setback variance if the same is required in order to accommodate such construction. The front wall of any Building to be constructed immediately adjacent to the Building on the Target Parcel shall be set back at least two (2) feet from the front wall of the Building on the Target Parcel. The second party to construct a Building along a common boundary line within the Shopping Center Tract shall:
 - (A) Cause such construction to be completed in such a manner that the improvements on the adjoining Shopping Center Parcel are not damaged, and so that the wall, roof, foundation or other structure portion of one Building does not receive support from, nor apply pressure to the other Building.
 - (B) Undertake and assume the obligation of completing and maintaining the nominal attachment (flashing and seal) of its Building to that of the existing Building on the adjoining Shopping Center Parcel, it being the intent of the Owners of the Target Parcel and the adjacent Shopping Center Parcel within the Developer Parcel to establish and maintain the appearance of one (1) continuous Building complex.

Along the common boundary line between the Developer Parcel and the Target Parcel, the separation of Building walls shall be no less than two (2) inches. Target agrees to use reasonable efforts to locate its Building

wall at least one (1) inch from the common boundary line with the Developer Parcel, but in no event more than two (2) inches therefrom. Developer agrees to use reasonable efforts to locate its Building wall at least one (1) inch from the common boundary line with the Target Parcel, but in no event more than two (2) inches therefrom.

- (f) The Owners acknowledge that Target initially proposes to construct on the Target Parcel and that Home Depot initially proposes to construct on the Home Depot Parcel a Building which is classified as an "unlimited area" building under certain building codes; the term "unlimited area building", as used in this document, refers to a building that is allowed to exceed area limitations stipulated in the applicable building code, not by virtue of its construction type, but as a condition of its isolation on the property and by its inclusion of a sprinkler system. The Owners agree that all Buildings constructed within the Primary Building Area shall comply with the following requirements:
- (A) No Building within the Shopping Center Tract shall be constructed within sixty (60) feet of a Building on an adjoining Shopping Center Parcel unless such Building, hereinafter referred to as the "Adjacent Building," shall be located immediately adjacent to the common boundary line and is attached to the Building, if any, on the adjacent Shopping Center Parcel in accordance with Section 4.2(e).
 - (B) If an Adjacent Building exists within the Shopping Center Tract, then no Building on the Shopping Center Tract shall be located within sixty (60) feet of the Adjacent Building unless such Building is attached to the Adjacent Building in accordance with Section 4.2(e); the Adjacent Building and all other Buildings on the Shopping Center Tract that are attached to the Adjacent Building and to each other are hereinafter referred to as the "Building Group".
 - (C) Any Building within the Shopping Center Tract that is not part of the Building Group shall be located at least sixty (60) feet distant from the Building Group.
 - (D) The Adjacent Building or the Building Group, as the case may be, shall comply with the building code requirements applicable to an "unlimited area" building, including without limitation the installation of an approved sprinkler system for fire protection.
 - (E) Nothing contain herein shall be assumed to constitute consent for a party to construct a Building on its Parcel outside the Primary Building Area on its Parcel.

In addition to the requirements set forth above, the Owners of the Shopping Center Parcels agree that no Building shall initially be placed or constructed on their respective Shopping Center Parcels in a manner which will, based on then existing applicable governmental laws, regulations, or requirements, either preclude the construction on the Primary Building Areas of an "unlimited area building", or cause an existing "unlimited area building" thereon to no longer be in conformance with applicable building code requirements, it being understood and agreed, however, that subsequent changes in applicable governmental laws, regulations or requirements shall not obligate an Owner to modify or alter its existing Building.

If required by any applicable governmental authorities, each Owner of a Shopping Center Parcel agrees to join in a recordable declaration which confirms the existence of a sixty (60) foot clear area around the Primary Building Areas.

- (g) Except for Buildings located on the Home Depot Parcel, no Building on the Shopping Center Parcel shall exceed one (1) story, nor the following height restrictions:
 - (A) On the Target Parcel As required by applicable law
 - (B) On the Developer Parcel 30 feet
 - (C) On the Home Depot Parcel As required by applicable law

The height of any Building on the Shopping Center Tract shall be measured perpendicular from the finished floor elevation to the top of the roof structure, including any screening, parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such Building. Any Occupant shall have the right to install, maintain, repair, replace and remove Communications Equipment (defined below) on the top of the Building on its Tract which may extend above the height limits established above; provided, however, such Communication Equipment shall be set back from the front of the Building to reduce visibility thereof by customers. As used herein, the phrase "Communications Equipment" means such things as satellite and microwave dishes, antennas and laser heads, together with associated equipment and cable.

8. Section 4.4. Section 4.4 and all other relevant provisions of the Declaration are hereby amended to provide that the Developer is responsible for the performance of the Development Work. The Owners of the Outparcels agree to look solely to Developer for the performance of the Development Work. In furtherance of the foregoing, Section 4.4(e) of the Declaration is hereby amended to provide that payments of Development Work Costs by the Owners of the Outparcels shall be made solely to Developer.

Section 4.4 of the Declaration is hereby further amended by adding the following:

- (f) The lighting system for the Shopping Center shall use a lamp source of metal halide, and shall be designed to produce a minimum maintained lighting intensity measured at grade at all points of at least:
 - (A) Five (5) footcandles at curb in front of the entrance to any Building on the Commercial Property, except for Buildings located on an Outparcel.
 - (B) Two (2) footcandles at entry drives to the Shopping Center.
 - (C) Two (2) footcandles in the general parking areas of the Commercial Property, except for parking areas located on an Outparcel.
 - (D) One (1) footcandle at the perimeter of the parking areas of the Commercial Property, except for parking areas located on an Outparcel.

Each Owner of a Shopping Center Parcel may elect to control the lighting system located on its Shopping Center Parcel. The type and design of the Common Area light standards shall be approved by the Approving Parties.

- (g) The slope in the parking areas of the Shopping Center Tract shall not exceed a maximum of three percent (3%) nor be less than a minimum of one and one-half percent (1%), and the slope at all entrances to the Shopping Center shall not exceed a maximum of five percent (5%), unless Approving Parties agree to a different standard.
- (h) No Person shall make changes to the improved Common Area on its Shopping Center Parcel, except that each Owner of a Shopping Center Parcel hereby reserves the right, from time to time without obtaining the consent or approval of any other Owner, to make at its own expense any insignificant change, modification or alteration in the portion of the Common Area on its Shopping Center Parcel, including the installation of convenience facilities such as mailboxes, public telephones, cart corrals, benches, bike racks, directional and/or parking information signs, provided that:
 - (A) The accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the remainder of the Shopping Center) is not unreasonably restricted or hindered, and all parking stalls and rows and vehicular traffic lanes shall remain generally as shown on the Site Plan.

- (B) There shall be maintained at all times within such Common Area a sufficient number of vehicular parking spaces to meet the parking requirements set forth in this Declaration; provided, however, that no more than two percent (2%) of the parking spaces depicted on the Site Plan for each such Shopping Center Parcel shall be eliminated.
- (C) No applicable governmental laws, regulations or requirements shall be violated as a result of such action; any and all governmental laws, regulations or requirements applicable to such modifications shall be satisfied by the Person performing the same; and such action shall not result in any other Owner being in violation of any applicable governmental laws, regulations or requirements.
- (D) No change shall be made in the access points between the Common Area and the adjacent public streets; provided, however, that additional access points may be created with the approval of the Approving Parties.
- (E) At least thirty (30) days prior to making any such change, modification or alteration, the Person desiring to do such work shall deliver to each Approving Party copies of the plans therefor, and provided further that such work shall not occur during the months of October, November, December or January.

The provisions of this Section 4.4(h) do not apply to any changes, modifications or alterations of Common Area which result from or arise out of the construction, expansion or maintenance of Buildings. Furthermore, with respect to the Home Depot Parcel, the provisions of this Section 4.4(h) shall only apply to the portions of the drive labeled "Perimeter Drive" on the Site Plan (the "Perimeter Drive") located on the Home Depot Parcel.

9. Section 4.5. Section 4.5 and all other relevant provisions of the Declaration are hereby amended to provide that Developer, as the Owner of the Developer Parcel, is responsible for the construction and maintenance of the Main Access Road (until such time as the Main Access Road may be dedicated as public right-of-way). The Owner(s) of the Residential Tract agrees to look solely to Developer for the performance of the Main Access Road Work and maintenance of the Main Access Road (until such time as the Main Access Road may be dedicated as public right-of-way). In furtherance of the foregoing, Section 4.5(d) of the Declaration is hereby amended to provide that the Owner(s) of the Residential Tract shall reimburse Developer for its share of the cost of the Main Access Road Work.

10. Section 5.2. Pursuant to the last grammatical paragraph of Section 5.2 of the Declaration, Section 5.2 and all other relevant provisions of the Declaration, including, without limitation, Sections 4.5(f) and 5.1(b) of the Declaration, are hereby amended to provide that Kimco Nassau is hereby appointed as the "Operator" of the Shopping Center, and shall be

responsible for maintaining on behalf of the Owner(s) of the Shopping Center Parcel(s) the Common Area, the Main Access Road (until such time as the Main Access Road may be dedicated as public right-of-way) and Utility Lines that are not required to be maintained and repaired by individual parcel Owners pursuant to Section 5.1(a) of the Declaration. The last full paragraph of Section 5.2 of the Declaration is hereby amended to include a reference to Section 5.1(b) wherever references to Sections 4.5(f) and 5.2 appear therein. Kimco Nassau hereby accepts such appointment as Operator.

11. Section 5.3. Section 5.3 of the Declaration is hereby amended to provide that payment of all Maintenance Assessments by the Owners of the Outparcels shall be made to Operator, and Operator shall act on behalf of the Owner(s) of the Shopping Center Parcel(s) with respect to all rights, duties and obligations of Owner(s) of the Shopping Center Parcel(s) set forth in Section 5.3 and Section 5.4. Nothing herein is intended to increase the contribution of any Owner of an Outparcel for Common Area Maintenance Costs in excess of the Maintenance Assessment described in Section 5.3(a) and the Stormwater Maintenance Assessment described in Section 10.2(a)

Section 5.3 of the Declaration is further amended by adding the following:

- (g) Commencing on the earlier of thirty (30) days prior to the date specified by the Owner of the Target Parcel or the Owner of the Home Depot Parcel that it intends to open for business with the general public, or the date the Approving Parties designate in writing, Operator shall operate and maintain the Common Area of the Shopping Center Parcels in accordance with the requirements of this Declaration, exclusive of (i) any replacement of "capital" improvements due to ordinary wear and tear, which replacement shall be the responsibility of the Owner of the affected Shopping Center Parcel and (ii) the Common Area located on the Outparcels. At least 30 days prior to any major work in the parking lots or drive areas, Operator shall advise the Approving Parties of the scope thereof, and the proposed commencement and completion dates; except in an emergency, such major work shall not be performed between November 1 and January 15. The operation and maintenance of the Outparcels shall be the sole responsibility of the Owner of such Outparcel and shall be conducted at such party's sole cost and expense. Operator shall expend only such funds as are reasonably necessary for the operation and maintenance of the Common Area, including the performance of other obligations imposed on Operator pursuant to this Declaration, and shall promptly pay such costs when incurred. Within thirty (30) days following the commencement of such maintenance and operation, Operator shall provide the Approving Parties an estimated budget for the balance of the current calendar year containing the information required by Section 5.3(h), and the Owners of the Developer Parcel, Target Parcel and Home Depot Parcel each agree to pay its share of Common Area Maintenance Costs actually incurred during the balance of such year, plus the Administration Fee (defined below), in accordance with Section 5.3(i).

The contributions by the Outparcels shall be credited against the Common Area Maintenance Costs prior to determining the Administrative Fee and percentage shares allocated to the Owners of the Developer Parcel, Target Parcel, and Home Depot Parcel. Operator may hire companies affiliated with it to perform the maintenance and operation of the Common Area, but only if the rates charged by such affiliates are competitive with those of other companies furnishing similar services in the metropolitan area in which the Shopping Center is located, it being agreed that this provision shall be construed strictly against Operator. Each Owner hereby grants to Operator, its agents, contractors and employees, a license to enter upon such Owner's Tract to discharge Operator's duties to operate, maintain and repair the Common Area. For the purpose of this Declaration, Common Area Maintenance Costs shall not include:

- (A) Any late charges or fees; any cost, fee, fine, penalty or similar charge arising out of or resulting from any violation by Operator or anyone else relating to the Shopping Center.
- (B) Any charge for electricity for Building accent lighting or Building security lighting. Also, any charge for electricity to an Owner that separately pays the cost of power to illuminate the Common Area on its Shopping Center Parcel.
- (C) Any charge for water to an Owner that separately pays the cost of water for irrigating the landscaping upon its Shopping Center Parcel.
- (D) Any costs for promotional, marketing, seasonal or holiday events of any type (including, without limitation, costs of promotional equipment, banners, decorations and/or lighting, or the cost of set up, take down or storing any of the foregoing).
- (E) Any costs to clean up or repair the Common Area resulting from any promotional, marketing, seasonal or holiday activities, or from construction, maintenance or replacement of an Owner's Buildings; any cost to remove trash and/or garbage from a Building, such removal obligation being the responsibility of the Owner of the Building.
- (F) Any costs resulting from or arising out of the repair or replacement of items covered by warranties or guaranties including, but not limited to, such as site improvements, signs, trees, plants or other landscaping.
- (G) Real property taxes and assessments on the Common Area.

- (H) Operator's profit, administrative and overhead costs including, but not limited to: office space, equipment and utilities; legal, insurance, accounting and administrative service; Operator's personnel who are not permanently located at the Shopping Center; premiums relating to bonding over mechanic's liens; and costs relating to hiring, training, screening, drug testing and/or background checks of personnel.
- (I) Any fee or charge relating to the management and/or supervision of the operation of the Common Area, or any part thereof, paid to a third party, commercial management company or similar provider.
- (J) Entertainment, transportation, meals and lodging of anyone.
- (K) Any fee, assessment or charge to an Owner that separately pays such kind of imposition for fire hydrants located on its Shopping Center Parcel.
- (L) Costs and expenses to maintain Common Areas located on any Outparcel.

In lieu of Operator's profit, administrative, indirect and overhead costs, Operator shall be permitted to charge an amount ("Administration Fee") computed by multiplying the Common Area Maintenance Costs (exclusive of utility charges, and the portion of single purpose expenditures that exceed \$25,000) by five percent (5%). If any of Operator's personnel at the Shopping Center perform services, functions or tasks in addition to Common Area duties, then the cost of such personnel shall be equitably allocated according to time spent performing such duties.

- (h) Operator shall, at least ninety (90) days prior to the beginning of each calendar year during the term of this Declaration, submit to the Approving Parties an estimated budget ("Budget") for the Common Area Maintenance Costs and the Administration Fee for operating and maintaining the Common Area for the ensuing calendar year. In the event an Approving Party believes the charge for a particular function is excessive, such Approving Party shall notify Operator of such belief, and thereupon Operator shall obtain no fewer than two (2) competitive bids for such function. Unless the existing provider's cost is lower, the lowest acceptable bidder shall be utilized as soon as the contract with the existing provider can be terminated without penalty. The Budget shall be in a form and content reasonably acceptable to the Approving Parties and shall identify separate cost estimates for at least the categories specified under Section 5.2, plus:
 - (A) The Administration Fee.

- (B) Rental or purchase of equipment and supplies used in maintaining or repairing the Common Area.
- (C) Depreciation or trade-in allowance applicable to items purchased for Common Area purposes.
- (D) Maintenance of sign structure(s).
- (E) Maintenance of utility lines that are installed to provide the applicable service to the Developer Parcel, Target Parcel and the Home Depot Parcel ("Common Utility Line(s)").
- (F) Maintenance of the Perimeter Drive and, if applicable, the Main Access Road.

If an item of maintenance or replacement is to be accomplished in phases over a period of calendar years during the term of this Declaration, such as resurfacing of the drive and/or parking areas, then the Budget shall separately identify the cost attributable to the applicable calendar year (including the portion of the Common Area affected) and shall note the anticipated cost and timing (indicating the portion of the Common Area affected) of such phased work during succeeding calendar years. The cost of approved "phased" work shall be paid by the Owners approving the same, or their successors or assigns, as the case may be, notwithstanding that when such work is performed a Person may not then be participating in the joint maintenance of the Common Area.

If an Approving Party disapproves the proposed Budget, it shall consult with the other Approving Party and Operator to establish a final approved Budget. If a Budget is not approved by December 1st of any calendar year, Operator shall have the right to terminate its maintenance obligation with respect to the Common Area located on the Tract of the disapproving Approving Party by written notice given prior to December 10th of such calendar year. If such notice is given, commencing on the following April 1st, such Approving Party shall (i) maintain and operate the Common Area on its Shopping Center Parcel at its expense; and (ii) contribute towards the costs of the specified maintenance and operation functions performed by Operator set forth in Section 5.3(l) as though it was a withdrawing party; and Operator shall maintain and operate the balance of the Common Area covered by its maintenance obligations; during the period from January 1st to March 31st, such Approving Party shall pay its share of maintenance of the Common Area pursuant to Section 5.3(i). If such notice is not given, then Operator shall continue to maintain and operate all of the Common Area for the next calendar year. Approval of the Budget, or any of the line items comprising a part thereof, shall not be

considered a waiver of an Owner's right to audit and/or contest, challenge or dispute the Reconciliation (defined in Section 5.3(i)).

Operator shall use its diligent, good faith efforts to operate and maintain the Common Area in accordance with the Budget. Notwithstanding the foregoing, Operator shall have the right to make emergency repairs to the Common Area to prevent injury or damage to Persons or property, it being understood that Operator shall nevertheless advise each Owner of such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof. If the cost of the emergency action exceeds \$10,000.00 in Constant Dollars, then Operator shall submit a supplemental billing to each Owner, together with evidence supporting such cost, and each Owner shall pay its share thereof within thirty (30) days after receipt of such billing. If the cost limitation set forth above is not exceeded then such costs shall be included as part of the Common Area Maintenance Costs for that year.

(i) Common Area Maintenance Costs and the Administration Fee shall be allocated based on the size of the Developer Parcel, the Target Parcel, and the Home Depot Parcel as follows:

- (A) To the Developer Parcel 51.5%
- (B) To the Target Parcel 24.3%
- (C) To the Home Depot Parcel 24.2%

In the event the Developer Parcel, the Target Parcel, or the Home Depot Parcel is divided, the Owner causing such division shall, at its expense, prorate the allocation of Common Area Maintenance Costs and the Administration Fee attributable to the original Shopping Center Parcel between the newly created Shopping Center Parcel, file a recorded declaration confirming such allocation and deliver a copy of such declaration to Operator and each other Owner of a Shopping Center Parcel. Each Owner shall pay to the Operator in equal monthly payments, in advance, the share of the Common Area Maintenance Costs and the Administration Fee attributable to such Party's Shopping Center Parcel based either upon the amount set forth in the approved Budget or, if a Budget is not approved, then the lesser of the amount set forth in the unapproved Budget or the monthly payment established for such Owner for the prior year. Notwithstanding the provision for determining the amount of payment set forth in the immediately preceding sentence, in the event a Budget is not approved because Operator elected not to submit a Budget for consideration, and such election continues so that no Budget is submitted at least sixty (60) days prior to the beginning of the calendar year, then each Approving Party not receiving a Budget shall have the

right to use its reasonable judgment to determine the amount of the Budget for the next calendar year, and each Owner represented by such Approving Party shall pay to Operator monthly payments attributable to such Party's Shopping Center Parcel, based on the amount of the Budget established by that Approving Party. Within sixty (60) days after the end of each calendar year, Operator shall provide each Owner with a statement certified by an authorized Person, together with supporting invoices and other materials setting forth the actual Common Area Maintenance Costs paid by Operator for the operation and maintenance of the Common Area (such statement and supporting data are collectively called the "Reconciliation"), the Administration Fee, and the share of the aggregate thereof that is attributable to each Owner's Shopping Center Parcel. The Reconciliation shall separately identify cost categories specified in Sections 5.2 and 5.3(h), and shall be in a form reasonably acceptable to the Approving Parties. If the amount paid with respect to a Shopping Center Parcel for such calendar year shall have exceeded the share allocable to such Shopping Center Parcel, Operator shall refund by check the excess to the Owner of such Shopping Center Parcel at the time the Reconciliation is delivered, or if the amount paid with respect to a Shopping Center Parcel for such calendar year shall be less than the share allocable to such Shopping Center Parcel, the Owner of such Shopping Center Parcel at the time such Reconciliation is delivered shall pay the balance of such Owner's share to Operator within sixty (60) days after receipt of such Reconciliation, less any amounts disputed in writing, it being understood and agreed that the 60-day period only establishes the period for payment, and is not to be construed as an acceptance of the Reconciliation. If Operator does not timely submit the Reconciliation, then such Owner's payment period shall be extended an additional 60 days. If Operator does not refund amounts shown by the Reconciliation to be owed an Owner, then such Owner may offset the refund owed, plus interest approved in Section 9.1, against payments for Common Area Maintenance Costs and Administration Fee due for any future period. Notwithstanding anything contained herein to the contrary, if during a calendar year the Operator resigns or is replaced, the replacement Operator shall be responsible for the Reconciliation adjustments, including any reimbursement due to an Owner for such calendar year; in addition, for a period of sixty (60) days after a substitution of Operator is made, any payment made by an Owner to the prior Operator shall be deemed properly paid, and the old and new Operators shall resolve any necessary adjustments and/or prorrations regarding such payments between themselves.

Within three (3) years after the date of receipt of a Reconciliation, each Owner shall have the right to audit Operator's books and records pertaining to the operation and maintenance of the Common Area for the calendar year covered by such Reconciliation. An Owner shall notify Operator of such Owner's intent to audit at least fifteen (15) days prior to

the designated audit date. If such audit shall disclose any error in the determination of the Common Area Maintenance Costs, the Administration Fee or any allocation thereof to a particular Shopping Center Parcel, the auditing Owner shall provide Operator with a copy of the audit, and an appropriate adjustment shall be made forthwith. Notwithstanding anything to the contrary, the approval of a prior Reconciliation, or any line item comprising a part thereof, shall not be a waiver of an Owner's right to challenge subsequent Reconciliations regarding such line item. The cost of any audit shall be assumed by the auditing Owner unless such Owner shall be entitled to a refund in excess of three percent (3%) of the amount calculated by Operator as such Owner's share for the applicable calendar year, in which case Operator shall pay the cost of such audit. If Operator does not respond to the results of such audit within ninety (90) days after receipt of the audit, then the auditing Owner shall have the right to offset the refund claimed from the date Operator receives the audit, plus costs of the audit if appropriate, against subsequent payments due Operator; provided, however, Operator shall retain the right to dispute the results of such audit for a period of six (6) months following receipt of such audit, and Operator's election not to contest the results of such audit during the 6-month period shall be deemed acceptance of such audit.

- (j) Operator agrees to defend, indemnify and hold each Owner harmless from and against any mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorney's fees and court costs, arising out of the maintenance and operation by Operator of the Common Area, and if any Shopping Center Parcel shall become subject to any such lien, Operator shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge.

- (k) If any portion of the Common Area is damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this Declaration, other than damage caused by ordinary use or wear and tear, the Owner upon whose Shopping Center Parcel such Common Area is located shall repair or restore such Common Area at its sole cost and expense with all due diligence; provided, however, that no Owner shall be required to expend more than \$250,000 in excess of insurance proceeds which may be available (or which would have been available except for such Owner's election of deductibles or self-insurance, which amount such Owner shall be responsible to contribute) for such repair or restoration. Notwithstanding the limitation set forth in the preceding sentence, an Owner may require the Owner upon whose Shopping Center Parcel such Common Area is located to do such restoration work if the

requiring Owner has agreed in writing to pay the costs in excess of \$250,000.00. If such damage or destruction of Common Area on a Shopping Center Parcel is caused in whole or in part by another Owner or a third Person, the Owner obligated to make such repair or restoration reserves and retains the right to proceed against such other Owner or third Person for indemnity, contribution and/or damages.

- (l) Target and Home Depot shall have the right, upon giving not less than sixty (60) days written notice to Operator, to take-over and assume the maintenance of the Common Area upon the Target Parcel or the Home Depot Parcel, respectively. In the event Target or Home Depot elects to self-maintain the Common Area located on its Parcel pursuant to this Section 5.3(l), such self-maintaining party shall retain its Budget approval rights set forth in Section 5.3(h) hereof. Following the effective date of such take-over and assumption, Target or Home Depot, as the case may be, shall maintain the Common Area on its Shopping Center Parcel, and shall pay all costs and expenses incurred in connection therewith; provided, however, Operator shall continue to (i) maintain the Common Utility Lines of the Shopping Center, including any detention/retention ponds, regardless of location, (ii) maintain the Common Area security program, if any, (iii) maintain any Sign upon which a Target or Home Depot panel is attached, and (iv) maintain each portion of the Common Area identified on the Site Plan as a "Perimeter Drive" and/or the Main Access Road, together with all associated sidewalks, directional signage, landscaping and lighting. Upon such take-over and assumption, Target or Home Depot, as the case may be, shall be released from the obligation to contribute towards Common Area Maintenance Costs for the balance of the Common Area, except with respect to those functions identified above for which continued participation is mandatory or elected, which shall be paid in accordance with the allocation set forth in Section 5.3(i), and Operator shall provide a Budget for such functions only to a self-maintained Owner of a Shopping Center Parcel as provided in Section 5.3(h) above.. Operator shall continue to maintain the balance of the Common Area in accordance with the standards set forth herein. Home Depot hereby elects to self-maintain the Home Depot Parcel initially.

Target or Home Depot, as the case may be, shall have the right to cause Operator to resume the operation and maintenance of the Common Area upon its Shopping Center Parcel upon the satisfaction of the following conditions:

- (A) The Operator shall be given at least sixty (60) days prior notice of such determination to have Operator resume the operation and maintenance of the Common Area; provided, however, such date for resumption shall always be the first day of a calendar quarter; and

- (B) Prior to the date established for Operator to resume the maintenance and operation thereof, Target or Home Depot, as the case may be, shall, at its sole cost and expense, cause the Common Area on its Shopping Center Parcel to be at least equal to the same condition of maintenance then existing on the other portions of the Common Area then being maintained by Operator.

Provided the above conditions are satisfied, concurrently with the designated date, Operator shall resume full operation and maintenance of the Common Area located on the Target Parcel or the Home Depot Parcel, as the case may be, and such Owner shall be responsible for its share of Common Area Maintenance Costs as set forth in Section 5.3(i).

12. Section 6.1. Section 6.1 of the Declaration is hereby amended to renumber the existing Section 6.1 as Section 6.1(a) and to read as follows:

- (a) Use and Trade Name Restrictions. During the term of this Declaration, without the consent of the Owner(s) of the Target Parcel (which may be withheld in such party's (ies') sole discretion), no portion of the Commercial Property other than the Target Parcel and the Home Depot Parcel shall be permitted to be used or occupied for a business principally devoted to the sale of health and beauty aids, or a drug store or pharmacy department requiring the services of a registered pharmacist, except on Outparcel 10 as permitted under paragraph 3 of the Second Amendment to this Declaration. The Owner(s) of the Target Parcel shall be permitted, in their sole discretion, to waive or limit the restrictions contained in this grammatical paragraph with respect to one or more portions of the Commercial Property.

In addition, the uses listed on Exhibit B attached hereto shall not be permitted on any portion of the Commercial Property during the term of this Declaration, and the uses listed on Exhibit C attached hereto shall not be permitted on any portion of the Residential Tract during the term of this Declaration.

In addition, Section 6.1 of the Declaration is hereby further amended by adding the following:

- (b) No merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored within the Common Area; provided, however, the foregoing prohibition shall not be applicable to:
 - (A) the storage of shopping carts;
 - (B) the installation of an "ATM" banking facility within an exterior wall of any Building;

- (C) the seasonal display and sale of bedding plants on the sidewalk in front of any Building located on the Target Parcel;
 - (D) the placement of bicycle racks and landscaping planters on the sidewalk in front of any Building;
 - (E) the placement of spherical bollards (Target's brand) on the sidewalk in front of any Building on the Target Parcel;
 - (F) temporary Shopping Center promotions, except that no promotional activities will be allowed in the Common Area without the prior written approval of the Approving Parties;
 - (G) any recycling center required by law, the location of which shall be subject to the approval of the Approving Parties;
 - (H) outdoor seating shown on the Site Plan, it being agreed that such area shall be included as Floor Area of the Occupant primarily benefiting therefrom (and, furthermore, as to Outparcels, outdoor seating shall not be permitted without the prior written approval of the Approving Parties, which may be withheld by any such Approving Party in the event that such outdoor seating may reasonably cause the Shopping Center to be classified as a DRI under § 380.06 of the Florida Statutes triggering DRI review); or
 - (I) the Home Depot Parcel.
- (c) The following use and occupancy restrictions shall be applicable to the Developer Parcel:
- (A) No restaurant shall be located thereon within three hundred (300) feet of the main entrance on the south wall of the Building located on the Target Parcel.
 - (B) No toy store exceeding five thousand (5,000) square feet of Floor Area shall be permitted.
 - (C) No pet shop shall be located thereon within three hundred (300) feet of the main entrance on the south wall of the Building located on the Target Parcel.
 - (D) No gas/service station and/or other facility that dispenses gasoline, diesel or other petroleum products as fuel shall be permitted except on Outparcel [6].

- (E) No liquor store offering off-premises sale of alcoholic beverages within three hundred (300) feet of the Building on the Target Parcel shall be permitted, nor shall any liquor store offering off-premises sale of alcoholic beverages exceeding 10,000 square feet of Floor Area be permitted.

(d) No portion of the Commercial Property other than the Home Depot Parcel, the Target Parcel, or Outparcels 5, 6, 7 and 8 shown on the Site Plan shall be used for a home improvement center or for any business which sells, displays, leases, rents or distributes the following items or materials, individually or in any combination: lumber, hardware, tools, plumbing supplies, pool supplies, electrical supplies, paint, wallpaper and other wall coverings, window treatments (including draperies, curtains and blinds), kitchen or bathrooms or components thereof (including tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), windows, hard and soft flooring (including tile, wood flooring, rugs and carpeting), siding, ceiling fans, gardening and garden nursery supplies, artificial and natural plants, outdoor cooking equipment and accessories, patio furniture and patio accessories, Christmas trees, indoor and outdoor lighting systems and light fixtures, cabinets and unfinished and finished furniture, kitchen and household appliances, closet organizing systems, pictures or picture framing, or other products customarily sold in a retail home improvement center, except for the incidental sale of such items. An "incidental sale of such items" is one in which there is no more than the lesser of (i) ten percent (10%) of the total Floor Area of such business, or (ii) 2,500 square feet of sales and/or display area, relating to such items individually or in the aggregate. The foregoing restrictions shall not be construed to prohibit or restrict the operation of (1) a grocery store such as, by way of example (but not in limitation), stores operated under the trade name "Publix" or "Kroger" as of the date of this Fourth Amendment, (2) a drug store such as, by way of example (but not in limitation), stores operated under the trade name "CVS" or "Walgreens" as of the date of this Fourth Amendment, (3) a home or office furniture and/or home fashions and/or furnishing store such as, by way of example (but not in limitation), stores operated under the trade name "Storehouse," "The Door Store", "Linens N' Things", "Bed Bath & Beyond", "Container Store", "Haverty's", "Ethan Allen" or "Rooms to Go" as of the date of this Fourth Amendment, (4) an electronics store such as, by way of example (but not in limitation), stores operated under the trade name "Best Buy" or "Circuit City" as of the date of this Fourth Amendment, (5) a "junior department store" such as, by way of example (but not in limitation), stores operated under the trade name "Kohl's", "Ross", "Marshall's", "Belk", "Beall's" or "TJ Maxx" as of the date of this Fourth Amendment, (6) an arts and crafts store such as, by way of example (but not in limitation), stores operated under the trade name "Michael's" or "Hobby Lobby" as of the date of this Fourth Amendment, or (7) an office products store such as, by way of example (but not in limitation), stores operated under the trade name "Office Depot" or "Staples" as of the date of this Fourth Amendment.

(e) In order to protect the visibility of the Building located on the Home Depot Parcel from the public rights-of-way adjacent to the Property, no improvements except paved surfaces, curbs, sidewalks, signs, lighting standards and landscaping shall be constructed in those areas designated on the Site Plan as "View Corridors" without the prior written consent of the Approving Party for the Home Depot Parcel.

(f) The surface area of that portion of the Developer Parcel identified as the "Protected Parking Area" shall be maintained at all times for vehicular parking and associated driveway and thruway aisles unless the prior written consent of the Approving Party for the Home Depot Parcel has been obtained with respect to any additional uses therein; provided, however, that the uses set forth in Section 6.1(b)(A) and (F) shall be permitted therein.

13. New Section 6.4. Article 6 of this Declaration is hereby amended by adding the following Section 6.4:

6.4 Taxes and Assessments. Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Shopping Center Parcel or Outparcel Tract, the Building, and other improvements located thereon, and any personal property owned or leased by such Owner in the Shopping Center, provided that if such taxes or assessments or any part thereof may be paid in installments, each Owner may pay each such installment as and when the same becomes due and payable. Nothing contained herein shall prevent any Owner from contesting at its cost and expense any taxes and assessments with respect to its Shopping Center Parcel or Outparcel Tract in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time such contest is concluded (allowing for appeal to the highest appellate court), the contesting Owner shall promptly pay all taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

14. Section 9.2. The following is hereby added to Section 9.2 of the Declaration as the initial notice addresses for Home Depot:

If to Home Depot: Home Depot U.S.A., Inc.
Building C, 20th Floor
2455 Paces Ferry Road
Atlanta, Georgia 30339
Attn: Vice President – Real Estate Law Group
Store No.: 6921

With a copy to: Home Depot U.S.A., Inc.
Building C, 20th Floor
2455 Paces Ferry Road
Atlanta, Georgia 30339
Attn: Director – Legal
Store No.: 6921

The following is hereby added to Section 9.2 of the Declaration as the initial notice address for Target:

If to Target: Target Corporation
1000 Nicollet Mall, TPN-12
Minneapolis, Minnesota 55403

Attn: Property Administration

15. Exhibit B. Exhibit B to the Declaration is hereby amended as follows:

(A) Item (a) of Exhibit B is hereby amended to provide that, subject to applicable governmental laws, regulations and requirements, the sidewalks in front of any Building or garden center on the Home Depot Parcel and those areas of the Home Depot Parcel designated "Outside Sales Area" or "Outdoor Storage" on the Site Plan may be used for sales (including the sale of food and beverages as well as merchandise), display and/or storage purposes.

(B) Item (g) of Exhibit B is hereby amended to provide that the sale or rental of trailers and vehicles shall be permitted on the Home Depot Parcel in connection with the operation of a home improvement center.

16. Counterparts. This Fourth Amendment may be entered into in multiple counterparts which, when taken together, shall be deemed to be a complete, fully executed Fourth Amendment.

17. Authority. The parties hereto each hereby covenant that it has full authority to execute this Fourth Amendment and the parties further covenant (i) that, except as stated herein, the provisions of the Declaration shall continue unchanged, and (ii) that the terms of the Declaration are hereby ratified and confirmed and in full force and effect, as amended herein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties caused this Fourth Amendment to be executed as of the day and year above written.

DUDLEY:

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

[Signature]
Print Name: C. Guy Bond

[Signature]
Johnny L. Dudley

[Signature]
Print Name: NANCY E. MCKENZIE

STATE OF FLORIDA

COUNTY OF DUVAL

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 Johnny L. Dudley, to me personally known to be the person described in and who executed the foregoing instrument or has produced _____ as identification and who did not take an oath, and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal at Jacksonville, Beach Fl, this 30th day of August, 2005.

[Signature]
Notary Public
Print Name: _____

My Commission Expires: _____



[Notarial Seal]

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

By: CSB
Print Name: C. Guy Bond

Daniel P. Dudley
Daniel P. Dudley

By: N E MCK
Print Name: NANCY E. MCKENZIE

STATE OF FLORIDA

COUNTY OF DUVAL

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 Daniel P. Dudley, to me personally known to be the person described in and who executed the foregoing instrument or has produced _____ as identification and who did not take an oath, and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal at Jacksonville Beach FL, this 31 day of August, 2005.

CSB
Notary Public
Print Name: _____

My Commission Expires: _____

[Notarial Seal]



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

By: CGB
Print Name: C. Guy Bond

Gary L. Dudley
Gary L. Dudley

By: NEM
Print Name: NANCY E. MCKENZIE

STATE OF FLORIDA

COUNTY OF DUVAL

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 Gary L. Dudley, to me personally known to be the person described in and who executed the foregoing instrument or has produced _____ as identification and who did not take an oath, and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal at Jacksonville, Fla, this 30th day of August, 2005.

CGB

Notary Public
Print Name: _____



My Commission Expires: _____

[Notarial Seal]

KIMCO NASSAU:

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

KIMCO NASSAU, LLC, a Florida limited liability company

By: [Signature]
Print Name: Ang L. Vilella

By: KD NASSAU 1112, INC., a Florida corporation, its Manager

By: [Signature]
Print Name: Chris Zarowsky

By: [Signature]
Name: BRUCE M. KAUDERER
Its: Vice President

STATE OF Ny
COUNTY OF Nassau

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 Bruce M. Kauderer, the Vice President of KD NASSAU 1112, INC., a Florida corporation, the Manager of KIMCO NASSAU, LLC, a Florida limited liability company, to me personally known to be the person described in and who executed the foregoing instrument ~~or has produced~~ as identification and who did not take an oath, and acknowledged the execution thereof to be his/her free act and deed as such duly authorized representative for the uses and purposes therein expressed, and the said instrument is the act and deed of said corporation and limited liability company.

WITNESS my hand and official seal at New Hyde Park, New York, this 24th day of August, 2005.

Roseanne Dwyer
Notary Public
Print Name: _____

My Commission Expires: _____

[Notarial Seal]

ROSEANNE DWYER
Notary Public, State of New York
No. 4909302
Qualified in Nassau County
Commission Expires January 11, 2006

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property name.

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TENANCY-IN-COMMON:

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

By: [Signature]
Print Name: C. GUY BOND

[Signature]
Johnny L. Dudley

By: [Signature]
Print Name: NANCY E. MCKENZIE

STATE OF FLORIDA
COUNTY OF DUNAL

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 Johnny L. Dudley, to me personally known to be the person described in and who executed the foregoing instrument or has produced _____ as identification and who did not take an oath, and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal at Jacksonville Beach, FL, this 30th day of August, 2005.

[Signature]
Notary Public
Print Name: _____

My Commission Expires: _____



[Notarial Seal]

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

By: [Signature]
Print Name: C. Guy Bond

Daniel P. Dudley
Daniel P. Dudley

By: [Signature]
Print Name: NANCY E. MCKENZIE

STATE OF FLORIDA

COUNTY OF DUVAL

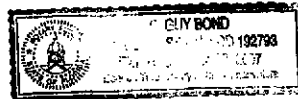
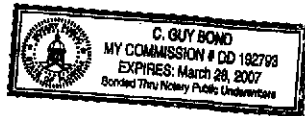
I HEREBY CERTIFY that on this day, before me, the undersigned notary public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Daniel P. Dudley, to me personally known to be the person described in and who executed the foregoing instrument or has produced _____ as identification and who did not take an oath, and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal at Jacksonville Beach FL, this 30th day of August, 2005.

[Signature]
Notary Public
Print Name: _____

My Commission Expires: _____

[Notarial Seal]



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

By: [Signature]
Print Name: C. Guy Bond

Gary L. Dudley
Gary L. Dudley

By: [Signature]
Print Name: NANCY E. MCKENZIE

STATE OF FLORIDA

COUNTY OF DUNALD

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 Gary L. Dudley, to me personally known to be the person described in and who executed the foregoing instrument or has produced _____ as identification and who did not take an oath, and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal at Jacksonville Beach FL, this 30th day of August, 2005.

[Signature]
Notary Public
Print Name: _____

My Commission Expires: _____



[Notarial Seal]

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

By: [Signature]
Print Name: Joseph L. Villetta

By: [Signature]
Print Name: Chris Zennaro

KD NASSAU OUTPARCELS#112A, INC., a Florida corporation

By: [Signature]
Name: BRUCE M. KAUDERER
Its: Vice President

STATE OF New York
COUNTY OF Nassau

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 Bruce M. Kauderer, the Vice President of KD NASSAU OUTPARCELS #112A, INC., a Florida 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 not take an oath, and acknowledged the execution thereof to be his/her free act and deed as such duly authorized representative 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 New Hyde Park, New York, this 24th day of August, 2005.

Roseanne Dwyer
Notary Public
Print Name: _____

My Commission Expires: _____

[Notarial Seal]

ROSEANNE DWYER
Notary Public, State of New York
No. 4909302
Qualified in Nassau County
Commission Expires January 11, 2006

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8/24/05 8:01 AM
property name.

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HOME DEPOT:

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

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: [Signature]
Print Name: Randy Louis

By: [Signature]
Name: Thomas K. Anderson

By: [Signature]
Print Name: _____

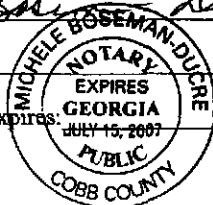
Its: Corporate Counsel

STATE OF GEORGIA

COUNTY OF COBB

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 Thomas K. Anderson, the Corporate Counsel-Real Estate Rep of HOME DEPOT U.S.A., INC., a Delaware 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 not take an oath, and acknowledged the execution thereof to be his/her free act and deed as such duly authorized representative 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 Atlanta, Georgia this 6 day of September, 2005.

[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____


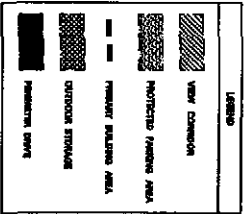
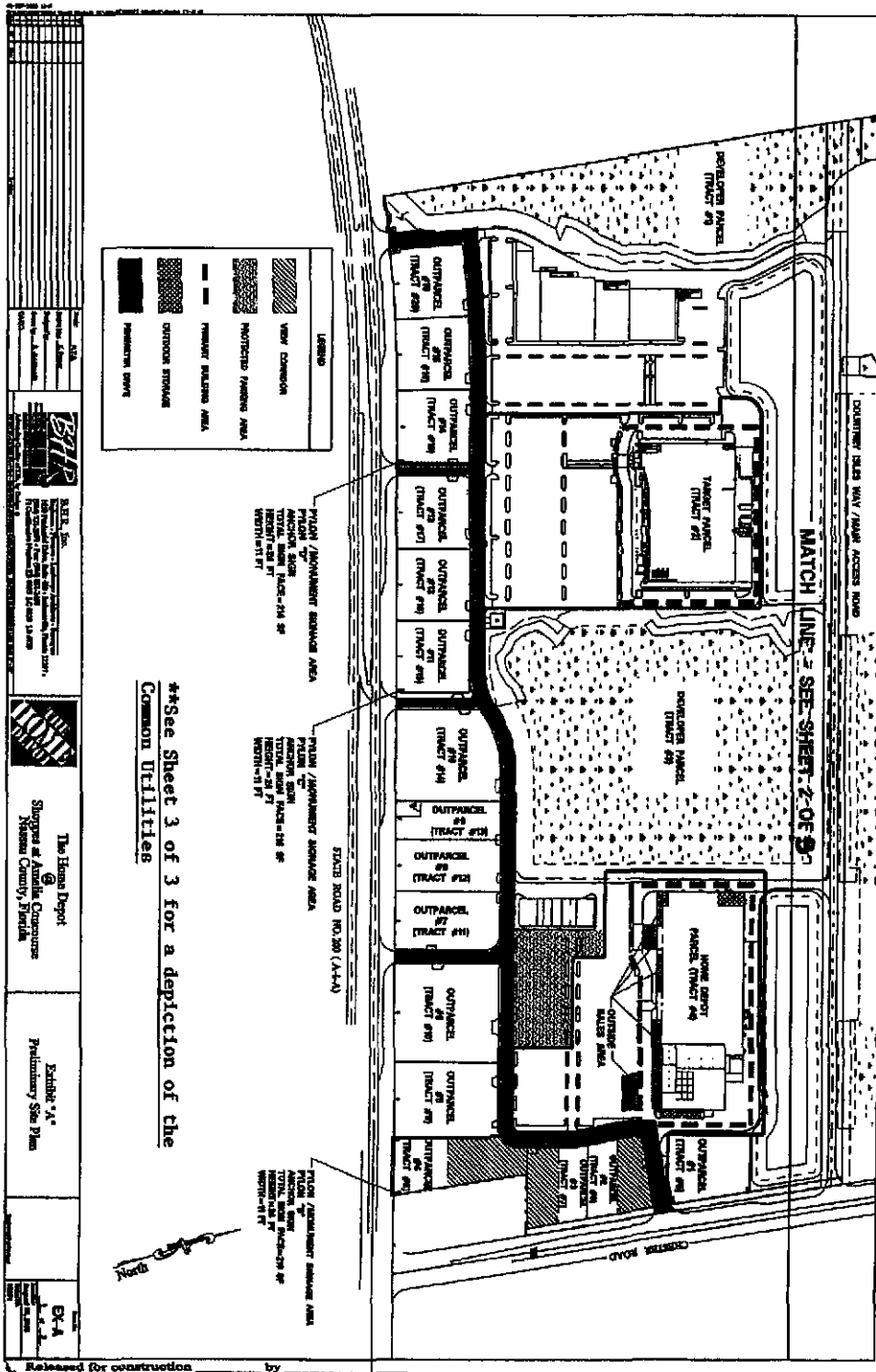
[Notarial Seal]

List of Exhibits

- Exhibit A – Site Plan
- Exhibit 1 – Legal Description of Developer Parcel
- Exhibit 2 – Legal Description of Home Depot Parcel
- Exhibit 3 – Legal Description of Mitigation Parcels
- Exhibit 4 – Legal Description of Target Parcel
- Exhibit 5 – Depictions of Pylon Signs

TO BE IDENTIFIED ON SITE PLAN:

- Home Depot Parcel***
- Developer Parcel***
- Target Parcel***
- Mitigation Parcels***
- Outside Sales Area (Home Depot Parcel)***
- Outdoor Storage (Home Depot Parcel)***
- Pylon/Monument Signage Areas***
- Main Access Road***
- Outparcels***
- Perimeter Drives***
- Common Utility Line(s)***
- View Corridors***
- Protected Parking Area***



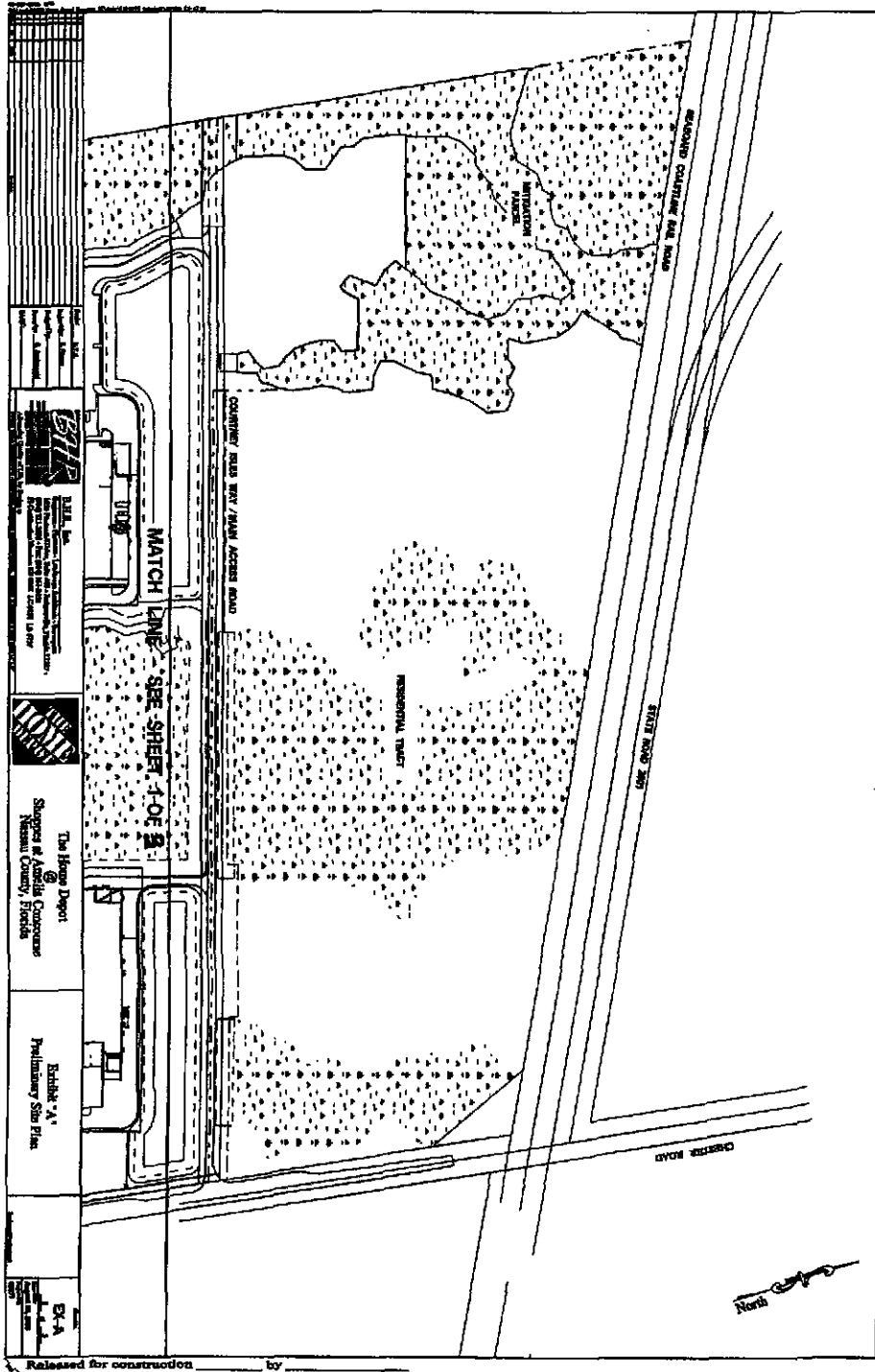
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 APPROX. SIZE
 TOTAL AREA: 140,000 SQ
 NORTH-SOUTH
 WEST-EAST

PILON / EQUIPMENT STORAGE AREA
 APPROX. SIZE
 TOTAL AREA: 140,000 SQ
 NORTH-SOUTH
 WEST-EAST

PILON / EQUIPMENT STORAGE AREA
 APPROX. SIZE
 TOTAL AREA: 140,000 SQ
 NORTH-SOUTH
 WEST-EAST

**See Sheet 3 of 3 for a depiction of the
 Common Utilities

DATE: 05/14/03	BY: J. L. BROWN	PROJECT: WASTE TRANSFER STATION
DESIGNED BY: J. L. BROWN	CHECKED BY: J. L. BROWN	SCALE: AS SHOWN
The Home Depot Supplies at Austin, Clearwater Nassau County, Florida		
Exhibit "A" Preliminary Site Plan		
DR-4 Released for construction by		



SRP
 SOUTHERN RAILROAD PROPERTY
 10000 W. 10th Street
 Oklahoma City, Oklahoma 73160
 Phone: (405) 521-1000
 Fax: (405) 521-1001

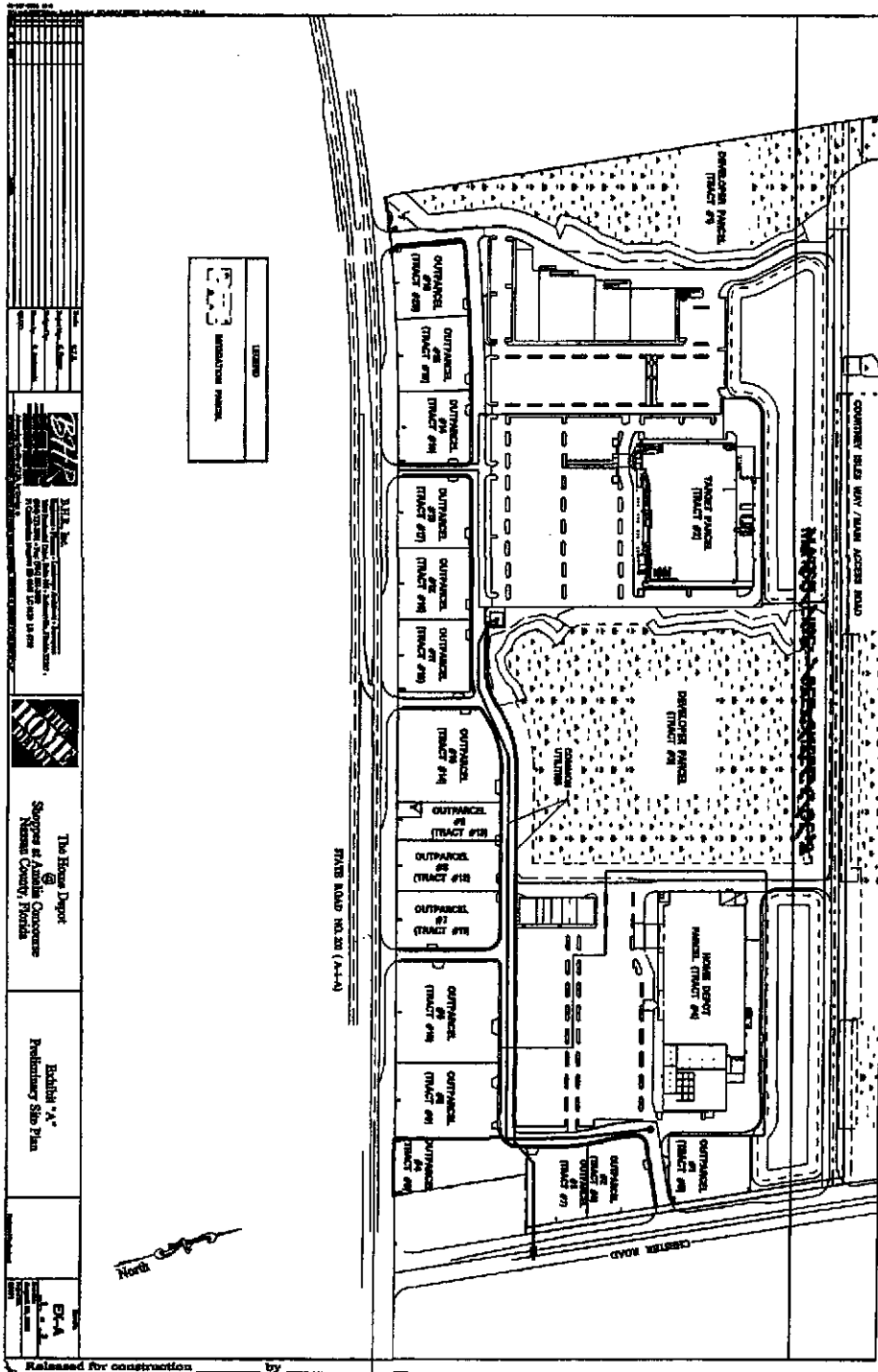


The Home Depot
 Shopping at Affordable Prices
 National, County, Florida

Exhibit "A"
 Preliminary Site Plan

EX-A
 10/1/00

Released for construction by



LEGEND
 REGULATORY NUMBER

<p>The House Dept. at Florida Commerce Nassau County, Florida</p>	<p>Robert A. Preliminary Site Plan</p>
<p>BHA</p>	<p>G-1</p>

Released for construction by

Exhibit 1

Legal Description of Developer Parcel

Being all of Tracts 1 and 3 as shown on Sheet 2 of 5 of the map prepared by Bessent Hammack and Ruckman, Inc., titled "Shoppes at Amelia Concourse," a part of Government Lot 1, Section 1, together with a part of the John Lowe Mill Grant in Section 37, both in Township 2 North, range 27 East together with a part of the John Lowe Mill Grant in Section 51, Township 3 North, range 27 East, Nassau County, Florida, dated June 29, 2005 and recorded in Plat Book 7, Page 128 in the Office of the Clerk of Circuit Court of Nassau County, Florida

TOGETHER WITH

A PART OF THE JOHN LOWE MILL GRANT, SECTION 37, TOWNSHIP 2 NORTH, RANGE 27 EAST, TOGETHER WITH A PART OF THE JOHN LOWE MILL GRANT IN SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE OF THE RIGHT-OF-WAY INTERSECTION OF STATE ROAD NO. 200/A1A (A 184.00 FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS OF SECTION NO. 74060-2503) AND STATE ROAD NO. 200-A (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO. 74600-2150 AND 7460-175); THENCE NORTH 07°51'58" EAST, ALONG THE CENTERLINE OF SAID STATE ROAD 200-A, A DISTANCE OF 93.25 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; THENCE NORTH 72°46'59" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.68 FEET; TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200-A; THENCE NORTH 07°51'58" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1317.58 FEET TO THE NORTHEAST CORNER OF THE PLAT OF SHOPPES AT AMELIA CONCOURSE, AS RECORDED IN PLAT BOOK 7, PAGES 128 THROUGH 132 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 72°46'59" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY EXTENSION AND THE NORTHERLY RIGHT-OF-WAY LINE OF COURTNEY ISLES WAY (A 60.00 FOOT RIGHT-OF-WAY BY SAID PLAT), A DISTANCE OF 2943.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 72°46'59" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 146.94 FEET; THENCE NORTH 07°51'24" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1361.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD (A 120 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 63°45'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 889.34 FEET; THENCE SOUTH 25°20'27" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.52 FEET; THENCE SOUTH 50°26'14" WEST, A DISTANCE OF 21.33 FEET; THENCE SOUTH 27°28'40" WEST, A DISTANCE OF 32.85 FEET; THENCE SOUTH 64°22'28" WEST, A DISTANCE OF 21.87 FEET; THENCE SOUTH 49°02'41" WEST, A DISTANCE OF 46.32 FEET; THENCE SOUTH

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50°38'53" WEST, A DISTANCE OF 57.78 FEET; THENCE SOUTH 67°01'01" WEST, A DISTANCE OF 13.33 FEET; THENCE SOUTH 40°46'36" EAST, A DISTANCE OF 35.91 FEET; THENCE SOUTH 26°13'27" EAST, A DISTANCE OF 33.74 FEET; THENCE SOUTH 18°20'11" EAST, A DISTANCE OF 38.79 FEET; THENCE SOUTH 05°29'04" WEST, A DISTANCE OF 97.94 FEET; THENCE SOUTH 34°24'57" WEST, A DISTANCE OF 48.22 FEET; THENCE SOUTH 71°09'39" EAST, A DISTANCE OF 59.11 FEET; THENCE NORTH 69°55'51" EAST, A DISTANCE OF 33.31 FEET; THENCE SOUTH 44°55'12" EAST, A DISTANCE OF 47.59 FEET; THENCE NORTH 76°57'05" EAST, A DISTANCE OF 40.49 FEET; THENCE SOUTH 52°07'11" EAST, A DISTANCE OF 50.79 FEET; THENCE SOUTH 09°50'46" WEST, A DISTANCE OF 57.69 FEET; THENCE SOUTH 55°45'33" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 50°05'08" WEST, A DISTANCE OF 45.09 FEET; THENCE SOUTH 37°09'18" WEST, A DISTANCE OF 64.62 FEET; THENCE SOUTH 31°38'02" WEST, A DISTANCE OF 46.80 FEET; THENCE NORTH 78°53'04" WEST, A DISTANCE OF 39.64 FEET; THENCE SOUTH 29°23'33" WEST, A DISTANCE OF 45.48 FEET; THENCE SOUTH 42°22'48" WEST, A DISTANCE OF 73.79 FEET; THENCE SOUTH 18°05'07" WEST, A DISTANCE OF 35.39 FEET; THENCE SOUTH 45°01'52" EAST, A DISTANCE OF 43.16 FEET; THENCE SOUTH 66°55'02" EAST, A DISTANCE OF 44.90 FEET; THENCE SOUTH 10°46'21" WEST, A DISTANCE OF 80.31 FEET; THENCE SOUTH 49°33'08" WEST, A DISTANCE OF 25.56 FEET; THENCE SOUTH 25°24'09" WEST, A DISTANCE OF 46.26 FEET; THENCE SOUTH 03°26'13" WEST, A DISTANCE OF 42.42 FEET; THENCE SOUTH 11°42'37" WEST, A DISTANCE OF 43.78 FEET; THENCE SOUTH 26°50'05" WEST, A DISTANCE OF 38.95 FEET; THENCE SOUTH 38°45'07" WEST, A DISTANCE OF 52.18 FEET; THENCE SOUTH 80°24'26" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 16°28'16" WEST, A DISTANCE OF 38.05 FEET; THENCE SOUTH 31°34'08" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 75°40'22" WEST, A DISTANCE OF 46.05 FEET; THENCE NORTH 04°31'31" EAST, A DISTANCE OF 49.60 FEET; THENCE NORTH 71°07'10" EAST, A DISTANCE OF 38.58 FEET; THENCE NORTH 60°38'14" EAST, A DISTANCE OF 31.18 FEET; THENCE NORTH 06°21'17" EAST, A DISTANCE OF 42.36 FEET; THENCE NORTH 36°56'24" WEST, A DISTANCE OF 30.62 FEET; THENCE NORTH 26°19'04" WEST, A DISTANCE OF 36.49 FEET; THENCE NORTH 05°50'35" WEST, A DISTANCE OF 40.38 FEET; THENCE NORTH 02°00'36" EAST, A DISTANCE OF 33.96 FEET; THENCE NORTH 15°52'21" EAST, A DISTANCE OF 40.34 FEET; THENCE NORTH 75°15'16" WEST, A DISTANCE OF 493.03 FEET; THENCE SOUTH 16°33'20" WEST, A DISTANCE OF 57.92 FEET; THENCE SOUTH 61°57'18" WEST, DISTANCE OF 40.78 FEET; THENCE SOUTH 35°57'53" WEST, A DISTANCE OF 35.45 FEET; THENCE SOUTH 17°35'38" WEST, A DISTANCE OF 105.17 FEET; THENCE SOUTH 06°45'38" EAST, A DISTANCE OF 41.71 FEET; THENCE SOUTH 16°11'14" WEST, A DISTANCE OF 32.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.36 ACRES MORE OR LESS.

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Exhibit 2

Legal Description of Home Depot Parcel

Being all of Tract 4 as shown on Sheet 2 of 5 of the map prepared by Bessent Hammack and Ruckman, Inc., titled "Shoppes at Amelia Concourse," a part of Government Lot 1, Section 1, together with a part of the John Lowe Mill Grant in Section 37, both in Township 2 North, range 27 East together with a part of the John Lowe Mill Grant in Section 51, Township 3 North, range 27 East , Nassau County, Florida, dated June 29, 2005 and recorded in Plat Book 7, Page 128 in the Office of the Clerk of Circuit Court of Nassau County, Florida

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LIB: RALEIGH

Legal Description of Mitigation Parcels

WETLAND PRESERVATION EASEMENT 1

A PART OF TRACT 3 AS SHOWN ON THE PLAT OF THE SHOPPES AT AMELIA CONCOURSE, AS RECORDED IN PLAT BOOK 7, PAGES 128 THROUGH 132 INCLUSIVE OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT OF SHOPPES AT AMELIA CONCOURSE, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COURTNEY ISLES WAY (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH 72°46'59" EAST ALONG SAID NORTHERLY LINE OF SAID PLAT AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COURTNEY ISLES WAY, A DISTANCE OF 1497.08 FEET; THENCE SOUTH 17°13'01" WEST LEAVING SAID NORTHERLY LINE, A DISTANCE OF 72.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72°46'59" EAST, A DISTANCE OF 211.48 FEET; THENCE SOUTH 50°00'04" EAST, A DISTANCE OF 7.75 FEET; THENCE SOUTH 72°46'59" EAST, A DISTANCE OF 221.39 FEET; THENCE NORTH 88°47'10" EAST, A DISTANCE OF 9.49 FEET; THENCE SOUTH 72°46'59" EAST, A DISTANCE OF 234.26 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°35'27" EAST AND A CHORD DISTANCE OF 7.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°36'26" WEST, A DISTANCE OF 113.96 FEET; THENCE SOUTH 17°13'01" WEST, A DISTANCE OF 730.08 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 62°13'02" WEST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°46'59" WEST, A DISTANCE OF 294.58 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 348.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 198.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°05'23" WEST AND A CHORD DISTANCE OF 195.70 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°03'34" EAST, A DISTANCE OF 33.78 FEET; THENCE SOUTH 80°42'27" WEST, A DISTANCE OF 41.51 FEET; THENCE SOUTH 59°38'30" WEST, A DISTANCE OF 23.93 FEET; THENCE SOUTH 74°54'04" WEST, A DISTANCE OF 40.19 FEET; THENCE NORTH 84°27'31" WEST, A DISTANCE OF 45.22 FEET; THENCE NORTH 33°59'08" WEST, A DISTANCE OF 34.63 FEET; THENCE NORTH 47°22'29" WEST, A DISTANCE OF 36.73 FEET; THENCE NORTH 19°04'40" WEST, A DISTANCE OF 45.56 FEET; THENCE NORTH 00°17'03" EAST, A DISTANCE OF 62.49 FEET; THENCE NORTH 52°50'49" EAST, A DISTANCE OF 42.62 FEET; THENCE NORTH 71°00'52" EAST, A DISTANCE OF 18.49 FEET; THENCE NORTH 27°00'14" WEST, A DISTANCE OF 18.92 FEET; THENCE NORTH 47°27'53" WEST, A DISTANCE OF 14.52 FEET; THENCE NORTH 48°51'57" EAST, A DISTANCE OF 24.59 FEET; THENCE NORTH 42°02'16" WEST, A DISTANCE OF 1.01 FEET; THENCE NORTH 01°53'12" WEST, A DISTANCE OF 30.49 FEET; THENCE NORTH 17°13'02" EAST, A DISTANCE OF 185.99 FEET; THENCE NORTH 71°05'38"

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EAST, A DISTANCE OF 0.50 FEET; THENCE NORTH 18°52'41" WEST, A DISTANCE OF 24.50 FEET; THENCE NORTH 71°07'24" EAST, A DISTANCE OF 25.27 FEET; THENCE NORTH 16°24'48" EAST, A DISTANCE OF 25.43 FEET; THENCE NORTH 04°32'16" EAST, A DISTANCE OF 36.11 FEET; THENCE NORTH 13°08'55" EAST, A DISTANCE OF 95.59 FEET; THENCE NORTH 12°50'34" EAST, A DISTANCE OF 59.01 FEET; THENCE NORTH 42°28'31" EAST, A DISTANCE OF 60.04 FEET; THENCE NORTH 03°44'57" EAST, A DISTANCE OF 64.90 FEET; THENCE NORTH 74°03'16" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 62°57'36" EAST, A DISTANCE OF 19.20 FEET; THENCE NORTH 05°59'12" WEST, A DISTANCE OF 9.25 FEET; THENCE NORTH 84°52'49" WEST, A DISTANCE OF 19.07 FEET; THENCE NORTH 56°14'50" WEST, A DISTANCE OF 26.62 FEET; THENCE NORTH 56°15'05" WEST, A DISTANCE OF 13.85 FEET; THENCE NORTH 33°45'11" EAST, A DISTANCE OF 24.50 FEET; THENCE NORTH 13°12'08" EAST, A DISTANCE OF 24.06 FEET; THENCE SOUTH 73°11'35" EAST, A DISTANCE OF 6.82 FEET; THENCE SOUTH 79°09'18" EAST, A DISTANCE OF 18.27 FEET; THENCE NORTH 17°13'05" EAST, A DISTANCE OF 28.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.40 ACRES MORE OR LESS.

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WETLAND PRESERVATION EASEMENT 2

BEING A PART OF TRACT 1 AS SHOWN ON THE PLAT OF THE SHOPPES AT AMELIA CONCOURSE, AS RECORDED IN PLAT BOOK 7, PAGES 128 THROUGH 132 INCLUSIVE OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A POINT AT THE SOUTHWEST CORNER OF SAID SHOPPES AT AMELIA CONCOURSE, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A (A 184 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 07°51'24" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID SHOPPES AT AMELIA CONCOURSE, A DISTANCE OF 55.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 07°51'24" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 102.26 FEET; THENCE SOUTH 79°02'05" EAST LEAVING SAID WESTERLY LINE, A DISTANCE OF 74.79 FEET; THENCE SOUTH 11°34'51" WEST, A DISTANCE OF 42.54 FEET; THENCE SOUTH 60°04'18" WEST, A DISTANCE OF 91.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.12 ACRES MORE OR LESS.

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LIB: RALEIGH

WETLAND PRESERVATION EASEMENT 3

BEING A PART OF TRACT 1 AS SHOWN ON THE PLAT OF THE SHOPPES AT AMELIA CONCOURSE, AS RECORDED IN PLAT BOOK 7, PAGES 128 THROUGH 132 INCLUSIVE OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SHOPPES AT AMELIA CONCOURSE, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A (A 184 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 07°51'24" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID SHOPPES AT AMELIA CONCOURSE, A DISTANCE OF 313.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 07°51'24" EAST CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 944.29 FEET; THENCE SOUTH 72°46'59" EAST LEAVING SAID WEST LINE, A DISTANCE OF 252.18 FEET; THENCE SOUTH 22°14'46" EAST, A DISTANCE OF 49.13 FEET; THENCE NORTH 85°38'14" EAST, A DISTANCE OF 26.20 FEET; THENCE SOUTH 22°09'11" EAST, A DISTANCE OF 32.21 FEET; THENCE SOUTH 04°43'53" WEST, A DISTANCE OF 36.33 FEET; THENCE SOUTH 11°37'22" EAST, A DISTANCE OF 39.10 FEET; THENCE SOUTH 13°59'55" EAST, A DISTANCE OF 53.38 FEET; THENCE SOUTH 12°43'02" WEST, A DISTANCE OF 172.39 FEET; THENCE SOUTH 38°06'28" WEST, A DISTANCE OF 94.81 FEET; THENCE SOUTH 02°27'30" EAST, A DISTANCE OF 21.20 FEET; THENCE SOUTH 21°39'56" WEST, A DISTANCE OF 42.60 FEET; THENCE SOUTH 14°24'49" WEST, A DISTANCE OF 60.90 FEET; THENCE SOUTH 44°12'07" WEST, A DISTANCE OF 40.14 FEET; THENCE SOUTH 37°40'35" WEST, A DISTANCE OF 39.96 FEET; THENCE SOUTH 52°57'25" WEST, A DISTANCE OF 40.73 FEET; THENCE SOUTH 46°11'47" WEST, A DISTANCE OF 43.07 FEET; THENCE SOUTH 31°03'57" WEST, A DISTANCE OF 22.85 FEET; THENCE SOUTH 50°43'20" EAST, A DISTANCE OF 45.19 FEET; THENCE SOUTH 86°13'18" WEST, A DISTANCE OF 36.60 FEET; THENCE SOUTH 44°39'49" WEST, A DISTANCE OF 56.12 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.75 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30°53'27" WEST AND A CHORD DISTANCE OF 127.72 FEET TO A POINT ON SAID CURVE; THENCE NORTH 79°03'50" WEST, A DISTANCE OF 85.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.51 ACRES MORE OR LESS.

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WETLAND PRESERVATION EASEMENT 4

BEING A PART OF THE JOHN LOWE MILL GRANT IN SECTION 51, TOWNSHIP 3 NORTH RAGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE PLAT OF THE SHOPPES AT AMELIA CONCOURSE AS RECORDED IN PLAT BOOK 7 PAGES 128 THROUGH 132 INCLUSIVE OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 07°51'24" EAST LEAVING SAID SHOPPES AT AMELIA CONCOURSE, A DISTANCE OF 38.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 07°51'24" EAST, A DISTANCE OF 1323.68 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD (A 120 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 63°45'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 889.34 FEET; THENCE SOUTH 25°20'27" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.52 FEET; THENCE SOUTH 50°26'14" WEST, A DISTANCE OF 21.33 FEET; THENCE SOUTH 27°28'40" WEST, A DISTANCE OF 32.85 FEET; THENCE SOUTH 64°22'28" WEST, A DISTANCE OF 21.87 FEET; THENCE SOUTH 49°02'41" WEST, A DISTANCE OF 46.32 FEET; THENCE SOUTH 50°38'53" WEST, A DISTANCE OF 57.78 FEET; THENCE SOUTH 67°01'01" WEST, A DISTANCE OF 13.33 FEET; THENCE SOUTH 40°46'36" EAST, A DISTANCE OF 35.91 FEET; THENCE SOUTH 26°13'27" EAST, A DISTANCE OF 33.74 FEET; THENCE SOUTH 18°20'11" EAST, A DISTANCE OF 38.79 FEET; THENCE SOUTH 05°29'04" WEST, A DISTANCE OF 97.94 FEET; THENCE SOUTH 34°24'57" WEST, A DISTANCE OF 48.22 FEET; THENCE SOUTH 71°09'39" EAST, A DISTANCE OF 59.11 FEET; THENCE NORTH 69°55'51" EAST, A DISTANCE OF 33.31 FEET; THENCE SOUTH 44°55'12" EAST, A DISTANCE OF 47.59 FEET; THENCE NORTH 76°57'05" EAST, A DISTANCE OF 40.49 FEET; THENCE SOUTH 52°07'11" EAST, A DISTANCE OF 50.79 FEET; THENCE SOUTH 09°50'46" WEST, A DISTANCE OF 57.69 FEET; THENCE SOUTH 55°45'33" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 50°05'08" WEST, A DISTANCE OF 45.09 FEET; THENCE SOUTH 37°09'18" WEST, A DISTANCE OF 64.62 FEET; THENCE SOUTH 31°38'02" WEST, A DISTANCE OF 46.80 FEET; THENCE NORTH 78°53'04" WEST, A DISTANCE OF 39.64 FEET; THENCE SOUTH 29°23'33" WEST, A DISTANCE OF 45.48 FEET; THENCE SOUTH 42°22'48" WEST, A DISTANCE OF 73.79 FEET; THENCE SOUTH 18°05'07" WEST, A DISTANCE OF 35.39 FEET; THENCE SOUTH 45°01'52" EAST, A DISTANCE OF 43.16 FEET; THENCE SOUTH 66°55'02" EAST, A DISTANCE OF 44.90 FEET; THENCE SOUTH 10°46'21" WEST, A DISTANCE OF 80.31 FEET; THENCE SOUTH 49°33'08" WEST, A DISTANCE OF 25.56 FEET; THENCE SOUTH 25°24'09" WEST, A DISTANCE OF 46.26 FEET; THENCE SOUTH 03°26'13" WEST, A DISTANCE OF 42.42 FEET; THENCE SOUTH 11°42'37" WEST, A DISTANCE OF 43.78 FEET; THENCE SOUTH 26°50'05" WEST, A DISTANCE OF 38.95 FEET; THENCE SOUTH 38°45'07" WEST, A DISTANCE OF 52.18 FEET; THENCE SOUTH 80°24'26" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 16°28'16" WEST, A DISTANCE OF 38.05 FEET; THENCE SOUTH 31°34'08" WEST, A DISTANCE OF 19.43 FEET; THENCE NORTH 72°46'59" WEST, A DISTANCE OF 52.64 FEET; THENCE NORTH 04°31'31" EAST, A DISTANCE OF 34.16 FEET; THENCE NORTH 71°07'10" EAST, A DISTANCE OF 38.58

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FEET; THENCE NORTH 60°38'14" EAST, A DISTANCE OF 31.18 FEET; THENCE NORTH 06°21'17" EAST, A DISTANCE OF 42.36 FEET; THENCE NORTH 36°56'24" WEST, A DISTANCE OF 30.62 FEET; THENCE NORTH 26°19'04" WEST, A DISTANCE OF 36.49 FEET; THENCE NORTH 05°50'35" WEST, A DISTANCE OF 40.38 FEET; THENCE NORTH 02°00'36" EAST, A DISTANCE OF 33.96 FEET; THENCE NORTH 15°52'21" EAST, A DISTANCE OF 40.34 FEET; THENCE NORTH 70°23'14" EAST, A DISTANCE OF 39.98 FEET; THENCE NORTH 12°02'01" EAST, A DISTANCE OF 45.72 FEET; THENCE NORTH 73°58'31" WEST, A DISTANCE OF 29.83 FEET; THENCE NORTH 68°27'58" WEST, A DISTANCE OF 55.23 FEET; THENCE NORTH 73°14'14" WEST, A DISTANCE OF 63.16 FEET; THENCE SOUTH 42°45'54" WEST, A DISTANCE OF 49.10 FEET; THENCE SOUTH 79°09'26" WEST, A DISTANCE OF 16.67 FEET; THENCE NORTH 33°19'17" WEST, A DISTANCE OF 41.57 FEET; THENCE NORTH 39°26'49" EAST, A DISTANCE OF 36.81 FEET THENCE NORTH 35°42'02" EAST, A DISTANCE OF 47.21 FEET; THENCE NORTH 45°08'41" WEST, A DISTANCE OF 46.18 FEET; THENCE NORTH 22°31'30" WEST, A DISTANCE OF 41.56 FEET; THENCE NORTH 52°48'06" EAST, A DISTANCE OF 38.64 FEET; THENCE NORTH 72°45'55" WEST, A DISTANCE OF 387.07 FEET; THENCE SOUTH 26°29'33" WEST, A DISTANCE OF 15.38 FEET; THENCE SOUTH 12°03'38" WEST, A DISTANCE OF 111.23 FEET; THENCE SOUTH 24°55'33" EAST, A DISTANCE OF 33.94 FEET; THENCE SOUTH 10°56'00" WEST, A DISTANCE OF 37.54 FEET; THENCE SOUTH 38°46'50" EAST, A DISTANCE OF 77.64 FEET; THENCE SOUTH 16°33'20" WEST, A DISTANCE OF 57.92 FEET; THENCE SOUTH 61°57'18" WEST, DISTANCE OF 40.78 FEET; THENCE SOUTH 35°57'53" WEST, A DISTANCE OF 35.45 FEET; THENCE SOUTH 17°35'38" WEST, A DISTANCE OF 105.17 FEET; THENCE SOUTH 06°45'38" EAST, A DISTANCE OF 30.72 FEET; THENCE NORTH 72°47'00" WEST, A DISTANCE OF 130.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.93 ACRES MORE OR LESS.

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LIB: RALEIGH

Exhibit 4

Legal Description of Target Parcel

Being all of Tract 2 as shown on Sheet 2 of 5 of the map prepared by Bessent Hammack and Ruckman, Inc., titled "Shoppes at Amelia Concourse," a part of Government Lot 1, Section 1, together with a part of the John Lowe Mill Grant in Section 37, both in Township 2 North, range 27 East together with a part of the John Lowe Mill Grant in Section 51, Township 3 North, range 27 East , Nassau County, Florida, dated June 29, 2005 and recorded in Plat Book 7, Page 128 in the Office of the Clerk of Circuit Court of Nassau County, Florida

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