# **DECLARATION**

# OF COVENANTS, CONDITIONS AND RESTRICTIONS

# FOR POINTE NORTH

THIS DECLARATION is made and executed this 64 day of July, 2004, by Pointe North, Inc., a Florida corporation, whose address is 1690 Raymond Diehl Road, Suite C6, Tallahassee, Florida 32308, hereinafter referred to as "Declarant."

### WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

# **ARTICLE I**

### **DEFINITIONS**

- <u>Section 1</u>. "Association" shall mean and refer to Pointe North Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 4. "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area that will initially be owned by the Association shall consist of the easements created and described in this Declaration. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each numbered lot as depicted on the plat attached hereto as "Exhibit B". The Declarant shall have the right to modify and change boundary lines to each Lot as long as the Declarant owns the Lot, which modification or change may be effected by the deed of conveyance by the Declarant or by an amendment to this Declaration.

Section 6. "Declarant" shall mean and refer to Pointe North, Inc., its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of Declarant's rights hereunder.

Section 7. "Lake Samuel" and "Jacob's Pond" as used in this Declaration in reference to a body of water shall mean and refer to the lakes or ponds located on the Properties, as depicted on the plat attached hereto as "Exhibit B."

### **ARTICLE II**

### **PROPERTY RIGHTS**

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) the easements to portions of the Common Area as set forth in this Declaration in favor of the Owners of Lots fronting on Lake Samuel and Jacob's Pond;
- (c) the right of the Association to dedicate or transfer, subject to the easements set forth in this Declaration, all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area, provided, however, that no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of each class of members has been recorded.

### ARTICLE III

# MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

<u>Section 2</u>. The Association shall have two (2) classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

<u>Class B.</u> The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of fifteen (15) years from the date of the recording of this Declaration.

### ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special assessments against individual Owners under Article XVIII of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, including Lake Samuel and Jacob's Pond, and for the exterior maintenance under Article XVIII of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be MOFFICIAL

One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per Lot for all lots fronting on Lake Samuel and Jacob's Pond and Eight Hundred and No/100 Dollars (\$800.00) for all other Lots.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifty percent (50%) above the assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifty percent (50%) by a vote of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.
- Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, the cost of any necessary maintenance and repair and/or the cost of any extraordinary expense, provided that any such assessment shall have the assent of a majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of members shall constitute a quorum.
- Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIII of this Declaration and other than as specifically provided herein, shall be fixed at a uniform rate for all Lots. The Board of Directors may elect to assess Lots fronting on Lake Samuel and Jacob's Pond and the Owners of such Lots at a different rate based on benefits provided, and costs incurred, by the Association which are attributable to such Lots and not attributable to all Lots, provided, however, the assessments against all similarly situated Lots shall be fixed at a uniform rate. Notwithstanding the foregoing, as long as there is a Class B membership, the Declarant shall be excused from payment of its share of operating expenses and assessments related to Lots owned by the Declarant, and Lots owned MOFFICIAL

by the Declarant shall not be subject to annual assessments or charges; provided, however, during such period, the Declarant shall be responsible for and pay all operating expenses incurred by the Association that exceed the assessments received from all other Lots Owners and other income of the Association. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date specified by the Board of Directors. Each Lot shall be subject to annual assessments on the date the Lot is transferred and conveyed by the Declarant, or the date a certificate of occupancy is issued for any dwelling constructed on the Lot, or upon the written election by the Declarant to subject the Lot to assessment, whichever first occurs. The first annual assessment against each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot subject to assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date of the annual assessment shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed eighteen percent (18%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to the collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which NOFFICIAL

became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

<u>Section 10</u>. <u>Exempt Property</u>. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

# **ARTICLE V**

### **EASEMENTS**

Section 1. Roadway, Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage, stormwater retention and landscape purposes over, across and under the property depicted as roadways, drainage easements and utility easements on the plat attached hereto as "Exhibit B." The easements are more particularly described in "Exhibit C" attached hereto.

Section 2. Easement for Drainage Purposes. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for drainage and stormwater retention purposes over, across and under any portion of Lake Samuel and Jacob's Pond below Elevation 136.

Section 3. Easement for Water Well and Pump. The Declarant hereby reserves, excepts, imposes, grants and creates a perpetual easement to and on behalf of the Declarant and the Association, and their respective successors in interest, over, across and under the property described in "Exhibit D" attached hereto for the purpose of maintaining, operating, replacing and repairing a water well, pump, water lines and related facilities and improvements. The water well, pump, water lines and related facilities and improvements will be used to maintain water levels in water bodies within the Properties and other water bodies outside of the Properties. This easement shall be an exclusive easement as to the use of the property subject to the easement, and the owner of the fee simple title to the property described in "Exhibit D" attached hereto shall have no right of access to or use of the property. The Declarant shall control the operation and use of the water well and pump until the Declarant transfers those rights to the Association by written instrument. The Association shall accept such transfer when tendered and delivered.

Easement for Fence and Entranceway. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the 10 FFICIAL

Declarant and the Association, and their respective successors in interest, over, across and under the property described in "Exhibit E" attached hereto for the purpose of maintaining, replacing and repairing fencing, landscaping, lighting, signage, irrigation and entranceways.

<u>Section 5.</u> <u>Utility Easements.</u> The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant and the Association, and their respective successors in interest, for drainage and utility purposes over, across and under the property which is within ten (10) feet of all common boundaries of Lots (establishing a twenty (20) feet easement over, across and under the adjoining Lots with the common boundary line of the adjoining Lots being the centerline of the easement).

Section 6. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no alteration, structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

### **ARTICLE VI**

### ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The MOFFICIAL

initial Architectural Committee shall be appointed by the Declarant, which members shall serve until all Lots are sold and transferred by the Declarant or until replaced by the Declarant. The Declarant shall have the right to replace any initial member at any time. With the exception of the initial members or other subsequent members appointed by the Declarant to replace any initial member, each member of the Architectural Committee must be an Owner. The members appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall be prepared in a professional manner by an architect, engineer or draftsman and include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces, together with representative samples of the materials and colors.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements, set-back lines and easements and the location and identification of all trees and vegetation to be removed or destroyed.
- (4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.
  - (5) Detailed plan for controlling sedimentation.
- (6) The name, address and telephone number of the contractor who will perform and be responsible for all work, and the name, address and telephone number of the individual who will have the primary supervisory responsibilities for such work.

The Architectural Committee shall have the right to establish certain design criteria, and amend the same, from time to time. Such design criteria may be directed to only certain aspects of designs or acceptable materials and should be applied only as minimum guidelines to facilitate the review process. Materials which are of a higher quality, in the Architectural Committee's opinion, will be allowed. Such design criteria will not address all aspects of the approval process, and full compliance with such design criteria will not establish any right to approval hereunder unless all other concerns and conditions have been addressed and met in a satisfactory manner.

The following are the initial design criteria which are intended to establish minimum standards and guidelines:

- (1) Exterior siding material shall consist of brick, stone, a high grade of cedar, cypress or redwood siding, cementitious siding, stucco, synthetic stucco or a combination.
- (2) Roof materials shall consist of architectural grade shingles, cedar shake, concrete or clay tiles, pressed metal shingles or standing seam galvalume (or equivalent) metal roofs.
- (3) The exterior wall and roof colors shall be compatible and harmonious with the colors of nearby houses.
  - (4) Highly reflective and bright colors are prohibited.
- (5) Unless otherwise approved by the Architectural Committee, all houses constructed on a slab shall be a built-up slab with a minimum of one step up from the finished walkway to the interior floor elevation.
- (6) Unless otherwise approved by the Architectural Committee, all brick houses shall be brick on all sides. Unless otherwise approved by the Architectural Committee, all stucco houses shall be stucco on all sides.
- (7) Chimney stacks shall be on foundations and be veneered with brick, stone or stucco to match the exterior of the house. All chimney tops must be topped with a metal shroud, unless a special chimney top has been architecturally designed and approved by the Architectural Committee in writing.
- Any plumbing and heating vents penetrating the roof must be located at the rear of the house or to a side of the house not visible from a roadway, and stacks, vents and flashings must have a dark finish to match the color of the roof.
  - (9) All exposed foundations shall be finished consistent with the exterior siding material.
- (10) Hurricane and storm doors and shutters may be used on a temporary basis, but shall be stored within an enclosed structure when not in use.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

Harmony of exterior design with the existing or proposed improvements to the Lots and the overall Properties MOFFICIAL

- (2) Character and quality of exterior improvements.
- (3) General quality in comparison with the existing improvements to the Lots.
- (4) Location in relation to surrounding improvements.
- (5) Location in relation to topography.
- (6) Changes in topography.
- (7) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

Any structure placed or constructed within areas with slopes of ten percent (10%) or greater shall be constructed off-grade.

If any improvement is constructed or altered without the prior written approval of the Architectural Committee as hereinabove provided, the Owner of such improvement shall, upon the demand of the Association or the Declarant, cause such improvement to be removed, remodeled or restored in order to fully comply with the requirements of this Article. The Owner shall be liable for the payment of all costs associated with such removal or restoration, including all costs and attorneys' fees incurred by the Association and the Declarant. Such costs may also be the basis for a special assessment against the Owner and the Lot. The Association or the Declarant may further record in the public records of Leon County, Florida, a notice of violation, provided, however, that failure to record such notice shall not prejudice the Association's or the Declarant's rights under this Declaration.

The Association may adopt a schedule of reasonable fees to process a request for approval under this Article. Any such fee shall be payable at the time of the submission of the plans and specifications, and the submission shall be deemed to be incomplete until such fees are paid.

### ARTICLE VII

### LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with one (1) or more detached, accessory structures and swimming pool as approved by the Architectural Committee. No accessory structure shall be permitted unless the structure is located to the rear of the rear corners of the residence or to one side of the residence, as specifically approved in the discretion of the Architectural Committee, and does not exceed two (2) stories in height and is aesthetically integrated with the residence in terms of design, placement, size and utility.

# ARTICLE VIII

### SUBDIVISION OF LOT

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Such approval shall be in the sole discretion of the Declarant. The Declarant reserves the right to change the boundaries of any Lot until conveyed by the Declarant.

### ARTICLE IX

### **DWELLING SIZE**

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 3,000 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 2,000 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least 3,000 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements and garages below grade level).

# ARTICLE X

# **BUILDING, DRIVEWAY AND FENCE LOCATION**

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer to any Lot line than any set-back line shown and depicted on "Exhibit B" attached hereto. For the purposes of this Article, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to MOFFICIA

permit any portion of a building to encroach upon another site. No driveway, back-up or turn-around pad shall be located nearer than ten (10) feet to an interior Lot line. The location and design of any fence must be approved by the Architectural Committee in accordance with Article VI of this Declaration. The primary and front entrance of each detached single-family residence shall face the front Lot line. In the event a Lot shall have frontage on more than one street, the Architectural Committee shall determine and declare which Lot boundary is the front Lot line. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

### **ARTICLE XI**

### **GARAGES**

Each dwelling shall have a functional garage attached thereto or included within an accessory building with a capacity of no less than two (2) automobiles. No carport shall be allowed on any Lot, provided that the foregoing shall not prohibit attached porticos which have been approved by the Architectural Committee. Each garage door shall be equipped with an electric garage door opener(s). The Owner of each Lot shall make all reasonable effort to cause the garage door to be kept closed at all times except when entering or exiting the garage. The garage shall have a side or rear entrance which shall face a property line that is not a road right of way, provided, however, all Lots which front on Lake Samuel or Jacob's Pond shall have a side entrance and no garage opening shall face Lake Samuel or Jacob's Pond.

### ARTICLE XII

### **NUISANCES**

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

# **ARTICLE XIII**

### **TEMPORARY STRUCTURES**

No structure of a temporary character, outbuilding or vehicle, including but not limited to, recreational vehicle, motor vehicle, trailer, basement, tent, shack, garage, barn or storage building shall be used on any Lot at any time as a residence either temporarily or permanently.

# **ARTICLE XIV**

# **SIGNS**

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign [which shall be a maximum of two (2) feet by three (3) feet in size] to advertise the property for sale or lease and except signs used by Declarant to advertise Lots for

sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

### ARTICLE XV

### ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, horses may be kept on Lots 75, 76, 77, 78, 79, 81, 82, 83, 84, 104 and 105 as shown on "Exhibit B" attached hereto, and domestic dogs, cats or other household pets may be kept on any Lot, provided no animal shall be kept, bred or maintained for any commercial purpose, and provided further that all animals allowed to be kept on a Lot shall be kept in accordance with the terms of this Declaration, and provided further that no swine, monkey, ape or other wild or exotic animal shall be raised, bred or kept on any Lot, and provided further the Owner shall maintain all such horses and/or pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. No pen, kennel, doghouse, stall, fencing, pasture or other structure or improvement intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VI of this Declaration. Any barn or stable shall be located to the rear of the primary building. All dogs, cats or other household pets shall at all times be: confined within the Owner's dwelling, fenced yard or approved structure; securely on a leash; or under strict voice control. There shall be no more than two (2) horses kept on any Lot without the approval of the Architectural Committee. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

# **ARTICLE XVI**

# RADIO AND TELEVISION ANTENNA, OUTDOOR LIGHTING, FLAGPOLES, SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite-dish antenna, antenna poles, masts or towers or other exterior reception devices or systems may be installed on any portion of the Properties unless such installation and the size, color and design of the system have been approved by the Architectural Committee. If and when cable television service is available to the Properties, all exterior antenna shall be removed within ninety (90) days at the Owner's expense. Sports and play equipment and facilities, such as basketball goals, tennis courts and playground equipment shall be located only in a location approved by the Architectural Committee in a manner in which it is least visible from any street, Lake Samuel and Jacob's Pond and in a manner in which it will not MOFFICIA

constitute an annoyance or nuisance to any Owner of a Lot. The type, location and placement of any outdoor lighting shall be subject to the approval of the Architectural Committee, which approval shall be conditioned upon the Owner providing visual screening of any such lighting by existing trees and vegetation and/or additional landscaping. Such outdoor lighting shall be used only during the hours established from time to time by the Board of Directors of the Association. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee, provided, however, no tank for the storage of a petroleum based product shall be permitted. A flagpole for the display of the American flag or flag of another nationality or of a state shall be permitted if the flagpole and flag, and location thereof, are first approved by the Architectural Committee and used for no purpose other than to display a flag.

# **ARTICLE XVII**

### **MAIL BOXES**

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties other than such boxes or receptacles which have been approved by the Architectural Committee. This restriction is intended to ensure compatible design and quality of such boxes or receptacles.

### **ARTICLE XVIII**

### **EXTERIOR MAINTENANCE**

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, the sprinkler systems and the exterior of the building located on the Lot in a neat, safe and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

### ARTICLE XIX

# BOATS, TRAILERS, RECREATIONAL VEHICLES AND ACTIVITIES AND COMMERCIAL VEHICLES

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot except entirely within an enclosed garage or other enclosed structure. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkept conditions, shall not be pursued or undertaken except within an enclosed garage or other enclosed structure. No commercial vehicle shall be permitted to be parked and remain overnight on any street or on any Lot except entirely within an enclosed garage or other enclosed structure. No commercial vehicle of any kind shall be permitted to be parked on any street or any Lot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance, or unless such vehicle is entirely within an enclosed garage or other enclosed structure.

#### ARTICLE XX

### **ACCESS TO OTHER PROPERTY**

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as a pedestrian or vehicular easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

### **ARTICLE XXI**

### **VEHICLES PROHIBITED**

No motorized vehicle of any type shall be used on any portion of the Properties except on the streets, driveways, and parking areas intended for such use, provided, however, any Owner and the Owner's immediate family and guests may operate motorized recreational vehicles, e.g., all terrain vehicle, within the boundaries of the Owner's Lot provided that such operation does not disturb the neighborhood or any adjoining Lot Owner.

### ARTICLE XXII

### GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

### **ARTICLE XXIII**

### TREE PROTECTION

The Owner shall at all times protect against any direct or indirect damage to all vegetation, trees and land features located on the Lot and not specifically shown to be affected in the construction documents approved by the Architectural Committee.

### ARTICLE XXIV

### **FACTORY BUILT STRUCTURES**

No structure of any kind that is commonly known as "factory built," "modular," or "mobile home" construction shall be placed or permitted to remain on any Lot.

### ARTICLE XXV

# DRIVEWAYS AND PARKING AREAS

All driveways, parking areas and sidewalks shall be constructed of concrete, exposed aggregate, pavers or hot mixed asphalt, as approved by the Architectural Committee. All driveways shall have a minimum width of nine (9) feet and all sidewalks shall have a minimum width of four (4) feet. Gravel, pine straw, mulch, shell, soil cement, clay or similar materials shall not be permitted as a driveway surface. All connections of driveways to roadways within the Properties shall be made in a neat, workmanlike manner in manner designed to cause minimum interference with stormwater drainage. Culverts beneath driveways shall have mitered end sections which shall be subject to approval by the Architectural Committee. No standing end walls shall be permitted.

# ARTICLE XXVI

### UTILITY CONNECTIONS

### AND SOLAR COLLECTORS

All utility connections to any structure on any Lot including, but not limited to, water, electricity, telephone, cable television and sanitary sewage, shall be placed underground from the 10 FEICIAL

proper connecting points to the structure in a manner acceptable to the governing utility authority. No solar collector or other similar device or system shall be placed or permitted to remain on any structure or on any Lot unless the location, design and construction of the device or system are approved by the Architectural Committee.

### ARTICLE XXVII

### **HEATING AND AIR-CONDITIONING SYSTEMS**

Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded and hidden so that such equipment shall not be readily visible from any roadway or any other Lot. No such equipment shall be located at the front of any structure. Window air-conditioning units shall not be permitted.

# **ARTICLE XXIII**

### WALLS, FENCES AND GATEPOSTS

Walls, fences and gateposts shall be subject to review and approval as set forth in Article VI above. The Architectural Committee, in its sole discretion, may refuse to approve any plan for any wall, fence or gatepost that is not in harmony with the existing or proposed structure, landscaping or general characteristics of the Lot and the surrounding Properties. There shall be no chain link, welded wire, hog wire, field fence, or similar type of fencing material allowed other than as specifically approved by the Architectural Committee after a finding that such fencing will blend into wooded areas left in their natural state and will not be readily visible from any roadway or from a distance of 100 feet. No gateposts, entrance stanchions or other decorative fences, posts or columns shall be allowed except as part of an approved fence plan. The specific provisions contained in this Article shall be construed to be in furtherance, and not in limitation, of the provisions set forth in Article VI above.

# ARTICLE XXIX

# FIREARMS, HUNTING, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, hand guns, pellet, B.B. or other guns, blow guns, slings, slingshots, and bows and arrows, shall be allowed anywhere on the Properties. No fireworks shall be allowed at anytime anywhere on the Properties. No burning of any kind shall be allowed on any portion of the Properties except with the prior written approval of the Association following specific permitting and approvals by all appropriate governmental authorities.

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# ARTICLE XXX

### WATER SUPPLY

No individual water supply system of any type shall be permitted on any Lot unless approved by the Architectural Committee as to the location and structure for the well pump and tank.

### **ARTICLE XXXI**

### CONSTRUCTION OF IMPROVEMENTS

Section 1. Time for Completion. The exterior of all residences and detached buildings shall be completed within one (1) year after the commencement of construction, unless a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the improvements or unless such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within eighteen (18) months after the construction of such residence or detached building shall have been commenced. The Architectural Committee or the Board of Directors of the Association may extend this period only for good cause shown.

Section 2. Destruction. In the event any improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and sightly condition as soon as practical but no later than three (3) months after the date of the destruction. Any damaged improvements shall be restored or completely demolished and removed within nine (9) months after the date of destruction.

Section 3. Storage of Materials. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or other materials or devices used for building purposes shall be placed, stored or kept on any Lot, except during and when being used in construction. During construction, no fill, dirt, sand, block pipe or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 4. Trees, etc. The Architectural Committee or the Declarant may specify specimen trees on particular Lots to be protected by the Owner during and subsequent to construction with steps such as, but not limited to, deep-root fertilization, pruning, repair of tree wounds, protection by fencing, or planking, spraying to control disease and insect infestation, or other protective programs. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed, in accordance with all applicable laws and ordinances, promptly from any Lot by the Owner thereof.

<u>Section 5.</u> <u>Occupancy.</u> Before any residence constructed on a Lot may be occupied, the exterior of the residence must be fully completed, the Lot must be cleaned, all building materials and devices used in connection with the construction of the residence must be removed from the Lot and the approved landscaping plan must be implemented.

### ARTICLE XXXII

### PROTECTION AND USE OF LAKE SAMUEL AND JACOB'S POND

The recreational use of Lake Samuel and Jacob's Pond is restricted to the Owners of the Lots fronting on Lake Samuel and Jacob's Pond, and their respective immediate families and accompanied guests. No Owner of a Lot shall grant any easement or license to any other Lot Owner or third party across a lakefront Lot, Lake Samuel or Jacob's Pond or otherwise allow a use of Lake Samuel or Jacob's Pond contrary to the terms of this Declaration. Subject to the limitations set forth in this Declaration, each Owner of a Lot fronting on Lake Samuel or Jacob's Pond shall have and enjoy a non-exclusive easement over and across the waters of Lake Samuel and Jacob's Pond.

Fishing shall be allowed on Lake Samuel or Jacob's Pond, provided, however, any large mouth bass caught shall be released back in the waters of Lake Samuel or Jacob's Pond.

The Association shall have the full right and authority to operate and maintain Lake Samuel and Jacob's Pond as a stormwater management system and a stormwater discharge facility as exempted or permitted by any governmental authority, to establish rules and regulations for such operation and maintenance and to assess Owners to insure proper funding for such operation and maintenance, and to contract for services to provide the services for such operation and maintenance.

No dredging or filling shall be allowed or permitted on any Lot below Elevation 136 without the prior written consent, approval and permit of Leon County Department of Growth Management, the Association and the Declarant.

No permanent or temporary raised walkway, dock, gazebo, deck, building, boat house or other structure shall be constructed or placed on or in Lake Samuel or Jacob's Pond or waterward of the boundaries of Lake Samuel or Jacob's Pond, provided, however, a dock may be constructed subject to approval by the Architectural Committee and the restrictions set forth herein. No dock shall extend waterward more than thirty (30) feet from the boundaries of Lake Samuel or Jacob's Pond; the dock shall be located within twenty-five (25) feet of the center of the Lot at Elevation 136; if a dock is constructed other than as a straight dock, e.g., "T" or "L" shaped, the end of the dock which is parallel to the shoreline shall not be more than twenty (20) feet in length; and no dock shall contain more than four hundred (400) square feet. All outdoor lighting within one MOFFICIA

hundred (100) feet of the boundaries of Lake Samuel or Jacob's Pond shall be for temporary use only and shall not be on after midnight. No outdoor lighting shall have any automatic switching mechanism. No gasoline motors (whether inboard or outboard and without regard to size) shall be permitted on Lake Samuel or Jacob's Pond. The Owners of all Lots shall restrict their use of pesticides, herbicides and fertilizers to the minimum necessary to maintain approved landscaping in a reasonable manner, not to exceed the lowest possible label rates. Pesticides, herbicides and fertilizers shall be further restricted to those materials which have rapid decomposition characteristics and are labeled for aquatic use. Fertilizer constituents shall have at least fifty percent (50%) slow release characteristics, be applied at a rate per application not to exceed the lowest rate per application, be a non-phosphorous or low-phosphorous analysis and be formulated for good slope retention characteristics.

Each Owner of a Lot fronting on Lake Samuel or Jacob's Pond shall have riparian rights over and across all of the waters of Lake Samuel or Jacob's Pond for boating, fishing and recreational purposes.

Notwithstanding the provisions set forth in Article III of this Declaration or elsewhere in this Declaration or in the Articles of Incorporation or By-Laws of the Association, any alteration, improvement or maintenance program affecting Lake Samuel or Jacob's Pond which requires approval by the members of the Association shall additionally require the approval by two-thirds (2/3) of the total votes entitled to be cast by all Owners of Lots fronting on Lake Samuel and Jacob's Pond. Additionally, any alteration, improvement or maintenance program affecting Lake Samuel or Jacob's Pond which does not require approval by the members shall be discontinued upon the vote of two-thirds (2/3) of the total votes entitled to be cast by all Owners of Lots fronting on Lake Samuel and Jacob's Pond unless such alteration, improvement or maintenance has been directed or ordered by any court of competent jurisdiction or governmental authority.

# ARTICLE XXXIII

# **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. MOFFICIAL

Section 3. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members and the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each Lot in such duties as the Owners of the Lots described in this Declaration.

Section 4. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof.

Section 5. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenant, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. Except as specifically provided herein, this Declaration may only be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. No amendment shall amend or modify Article XXXII above without the consents and joinders required thereunder. Any amendment must be recorded.

Section 7. Amendments by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, the Declarant may, in its sole discretion, by an instrument filed of record, modify, amend, waive or add to the covenants, conditions, restrictions and other provisions set forth in this Declaration. Without in any way limiting the generality of the foregoing, the Declarant shall have the right to amend this Declaration to include any provisions required to be set forth herein pursuant to the terms of any state or local law or ordinances relating to the form and content of restrictive covenants generally. The Declarant shall MOFFICIAL

have the further right to create, modify or amend any easement over any portion of the Properties owned by the Declarant by an amendment to this Declaration or by a separate instrument. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

Print or type

Pointe North, Inc.

Charlene M. Sciame

Its: President

Russell D. Gautier

Print or type name.

(Corporate Seal)

Kursell

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of July 2004, by Dixie L. Russell, as President of Pointe North Inc., a Florida corporation, on behalf of the corporation. She  $\square$  {check box if personally known} is personally known to me or  $\square$  {check box, if not personally known, and fill in identification produced} has produced as identification.

Print or type name.
NOTARY PUBLIC

My commission expires:



alene M. Scom



# <u>"EXHIBIT A"</u>

A tract of land lying in Sections 7,8, 17 and 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1357.55 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said right of way boundary run thence South 01 degrees 18 minutes 21 seconds West 2401.17 feet, thence South 00 degrees 34 minutes 19 seconds West 2404.12 feet, thence North 89 degrees 44 minutes 11 seconds West 3475.03 feet to the Southeast corner of property deeded to Talquin Electric Coop in Official Record Book 1433 Page 111 of the Public Records of Leon County, Florida and the centerline of a 100 foot powerline easement, thence North 50 degrees 13 minutes 25 seconds West along said property and said centerline 688.49 feet, thence North 76 degrees 21 minutes 26 seconds West along said property and along said centerline 83.94 feet to the Northwest corner of said property, thence South 00 degrees 31 minutes 31 seconds West along the West boundary of said property 457.48 feet to the Southwest corner of said property, thence North 89 degrees 44 minutes 11 seconds West 1997.12 feet to the East boundary of The Baker Place, a subdivision recorded in Plat Book 10, Page 56 of the Public Records of Leon County, Florida, thence Northerly and Westerly along the boundary of said The Baker Place as follows: North 00 degrees 07 minutes 40 seconds West 566.72 feet to a point lying on a curve concave to the Southerly thence Southwesterly along said curve with a radius of 604.77 feet, through a central angle of 04 degrees 23 minutes 09 seconds for an arc distance of 46.29 feet, (the chord of said arc being South 76 degrees 26 minutes 24 seconds West 46.28 feet to a point of reverse curve, thence along said reverse curve with a radius of 30.00feet, through a central of 84 degrees 34 minutes 34 seconds, for an arc distance of 44.28 feet, (the chord of said arc being North 63 degrees 27 minutes 54 seconds West 40.37 feet), thence North 21 degrees 10 minutes 36 seconds West 21.55 feet, thence South 68 degrees 49 minutes 24 seconds West 60.00 feet to a point of curve concave to the Easterly, thence Northwesterly along said curve with a radius of 436.51 feet, through a central angle of 23 degrees 46 minutes 02 seconds, for an arc distance of 181.07 feet, (the chord of said arc being North 09 degrees 17 minutes 35 seconds West 179.78 feet), thence North 87 degrees 24 minutes 34 seconds West 300.02 feet to the Southeast corner of Lot 8, Block "G" of said The Baker Place, thence continue along said The Baker Place boundary as follows: North 12 degrees 57 minutes 33 seconds East 277.93 feet, thence North 24 degrees 44 minutes 54 seconds East 165.66 feet, thence North 20 degrees 27 minutes 08 seconds East 197.23 feet, thence North 67 degrees 43 minutes 28 seconds West 310.01 feet to the Northwest corner of Lot 10, Block "G" of The Baker Place and the East right of way boundary of Greenville Road (60.00 foot right of way), thence Northeasterly along said right of way boundary as follows: North 21 degrees 54 minutes 18 seconds East 665.34 feet, to a point of curve concave to the MOFFICIALT Southeasterly, thence Northeasterly along said curve with a radius of 2830.11 feet, through a central angle of 11 degrees 58 minutes 33 seconds for an arc distance of 591.54 feet, (the chord of said arc being North 27 degrees 53 minutes 34 seconds East 590.47

feet), to a point of reverse curve, thence along said reverse curve with a radius of 957.33 feet, through a central angle of 4 degrees 56 minutes 08 seconds for an arc distance of 82.46 feet, (the chord of said arc being North 31 degrees 24 minutes 47 seconds East 82.44 feet), thence leaving said right of way boundary run thence South 65 degrees 20 minutes 41 seconds East 340.34 feet, to a point of curve concave to the Southwesterly, thence Southeasterly along said curve with a radius of 200 feet, through a central angle of 34 degrees 30 minutes 07 seconds for an arc distance of 120.43 feet, (the chord of said arc being South 48 degrees 05 minutes 38 seconds East 118.62 feet), thence South 30 degrees 50 minutes 34 seconds East 83.59 feet to a point of curve concave to the Northeasterly, thence Southeasterly along said curve with a radius of 300 feet, through a central angle of 34 degrees 02 minutes 49 seconds for an arc distance of 178.27 feet, (the chord of said arc being South 47 degrees 51 minutes 59 seconds East 175.66 feet), thence South 64 degrees 53 minutes 23 seconds East 246.66 feet, thence South 66 degrees 23 minutes 03 seconds East 975.43 feet, thence North 38 degrees 02 minutes 56 seconds East 695.27 feet, thence North 46 degrees 25 minutes 08 seconds West 1424.93 feet to a point lying on the Southerly boundary of property deeded to the Leon County School Board as recorded in Official Record Book 1130, Page 2058 of the Public Records of Leon County, Florida, thence North 75 degrees 09 minutes 07 seconds East 946.14 feet along the South boundary of said property, thence North 10 degrees 35 minutes, 59 seconds West along the East boundary of said property 1020.58 feet to the Northeast corner of said property also lying on the South right of way boundary of Proctor Road (80.00 foot right of way), thence Easterly along said right of way boundary as follows: South 89 degrees 25 minutes 19 seconds East 55.23 feet, to a point of curve concave to the Northerly, thence Northeasterly along said curve with a radius of 1324.71 feet, through a central angle of 17 degrees 51 minutes 54 seconds for an arc distance of 413.05 feet, (the chord of said arc being North 81 degrees 38 minutes 44 seconds East 411.38 feet to a point of reverse curve, thence along said reverse curve with a radius of 941.39 feet, through a central angle of 23 degrees 15 minutes 12 seconds for an arc distance 382.06 feet, (the chord of said arc being North 84 degrees 15 minutes 51 seconds East 374.47 feet), thence South 84 degrees 02 minutes 01 second East 699.82 feet, to a point of curve concave to the Northerly, thence Northeasterly along said curve with a radius of 450.00 feet, through a central angle of 28 degrees 39 minutes 06 seconds for an arc distance of 225.03 feet, (the chord of said arc being North 81 degrees 38 minutes 26 seconds East 222.69 feet), thence North 67 degrees 18 minutes 53 seconds East 190.83 feet, to a point of curve to the right, thence along said curve with a radius of 1122.85 feet, through a central angle of 23 degrees 17 minutes 18 seconds for an arc distance of 456.39 feet, (the chord of said arc being North 78 degrees 57 minutes 32 seconds East 453.26 feet), to a point of compound curve with a radius of 1403.61 feet, through a central angle of 21 degrees 25 minutes 42 seconds for an arc distance of 524.94 feet, (the chord of said arc being South 78 degrees 40 minutes 58 seconds East 521.89 feet), to a point of reverse curve, thence along said reverse curve with a radius of 450.00 feet, through a central angle of 27 degrees 51 minutes 48 seconds for an arc distance of 218.84 feet, (the chord of said arc being South 81 degrees 54 minutes 01 second East 216.69 feet), thence North 84 degrees 10 minutes 05 seconds East 1251.61 feet to the POINT OF BEGINNING; containing 569.72 acres more or less.

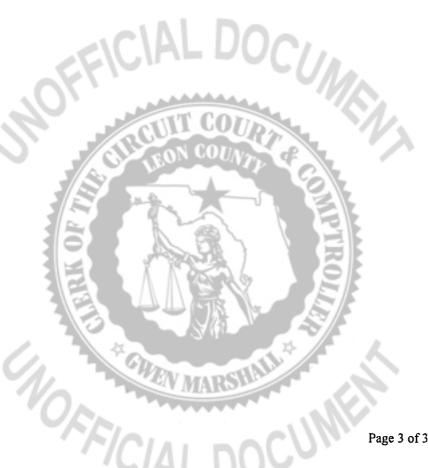
# LESS AND EXCEPT THE FOLLOWING PARCEL:

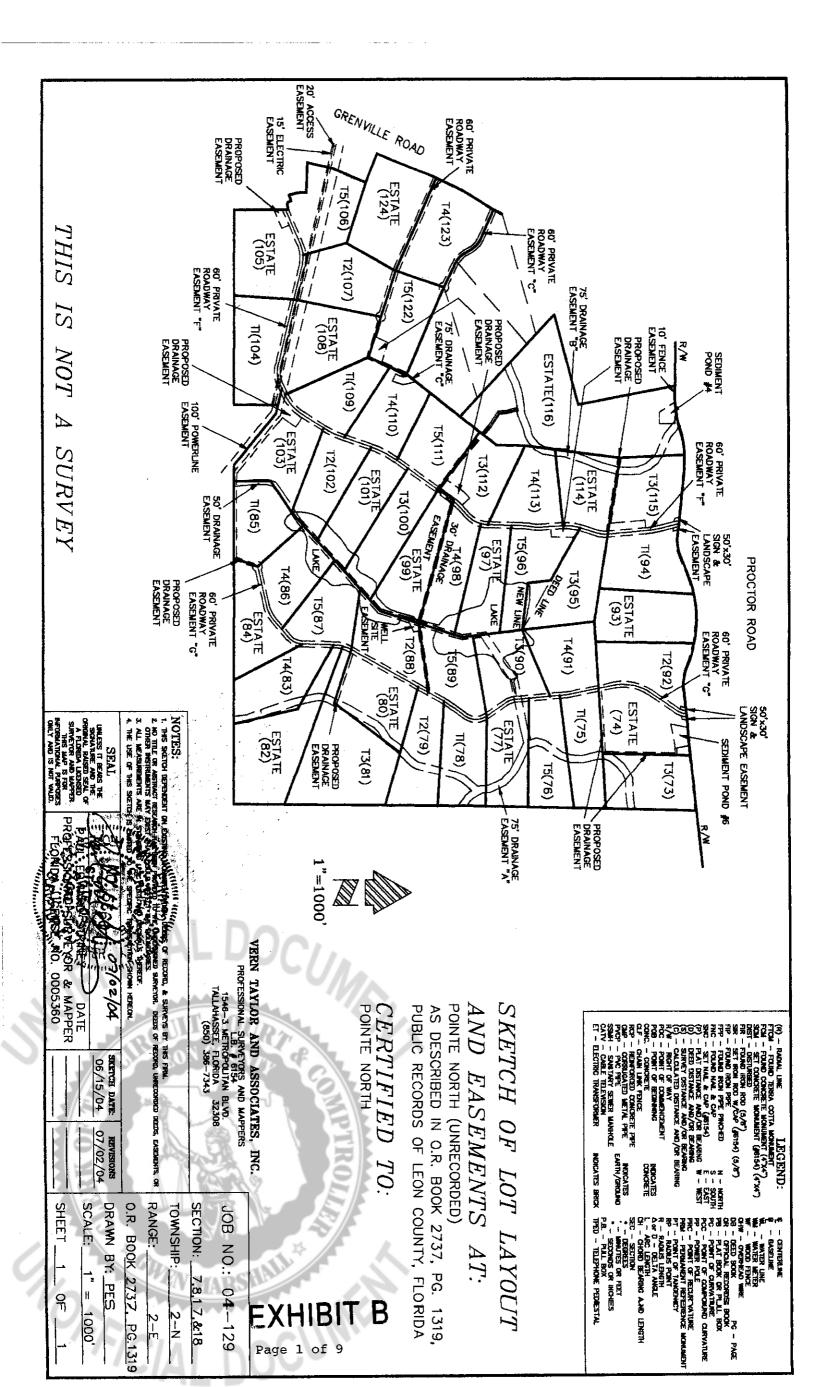
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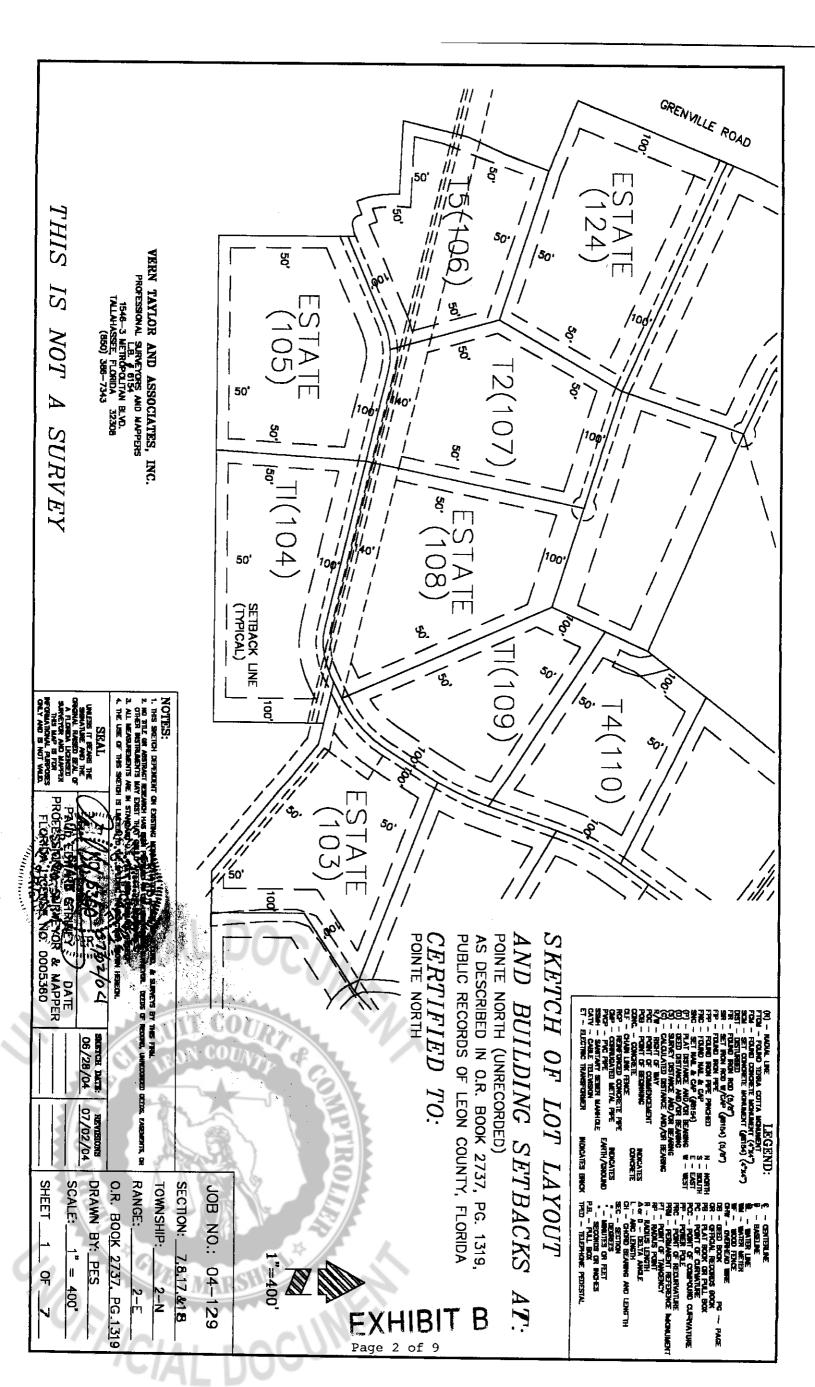
A tract of land lying in Sections 7 and 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

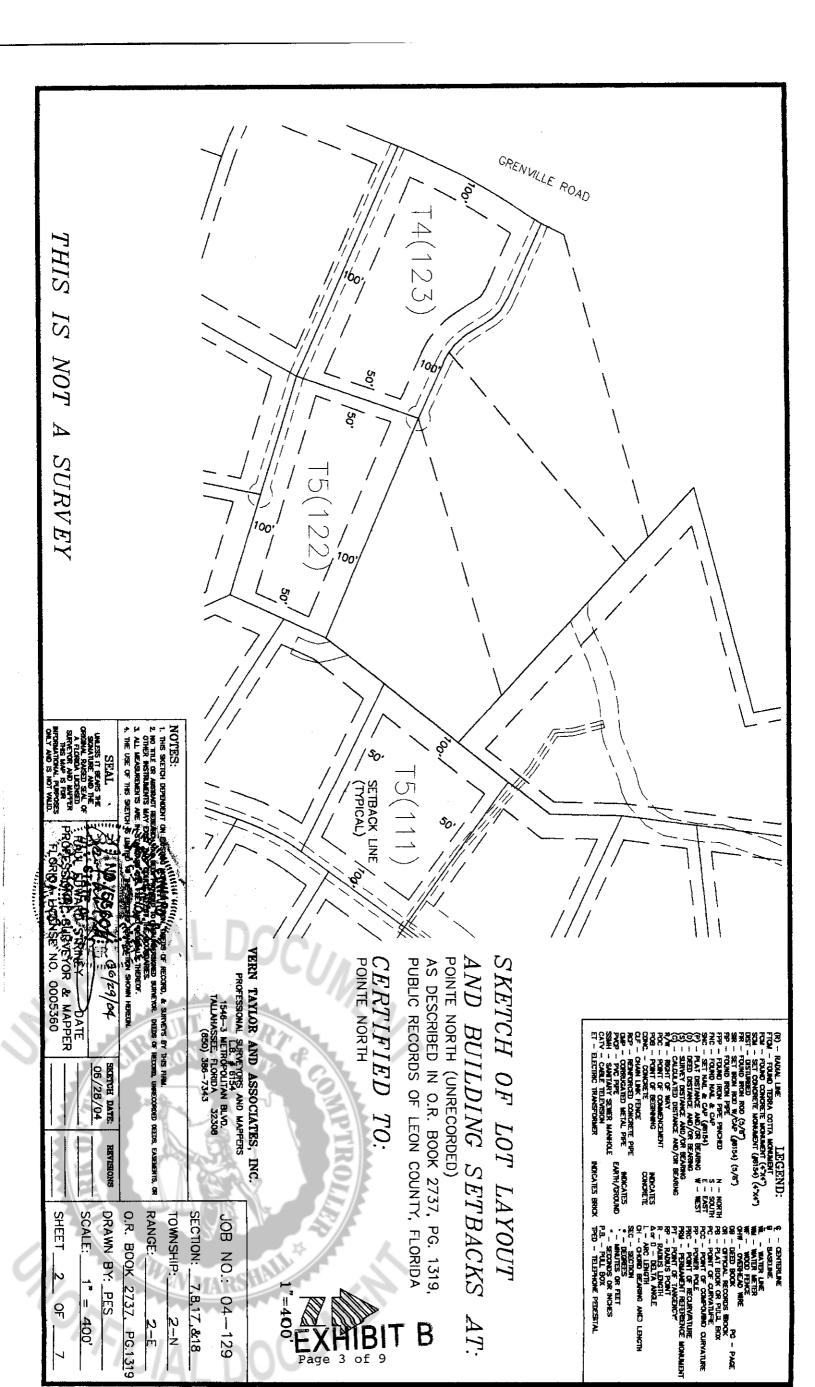
Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 MOFFICIALL feet, thence South 2979.90 feet, thence East 2670.50 feet, thence South 01 degree 19 minutes 39 seconds West 1349.00 feet to the Northerly right of way boundary of Proctor

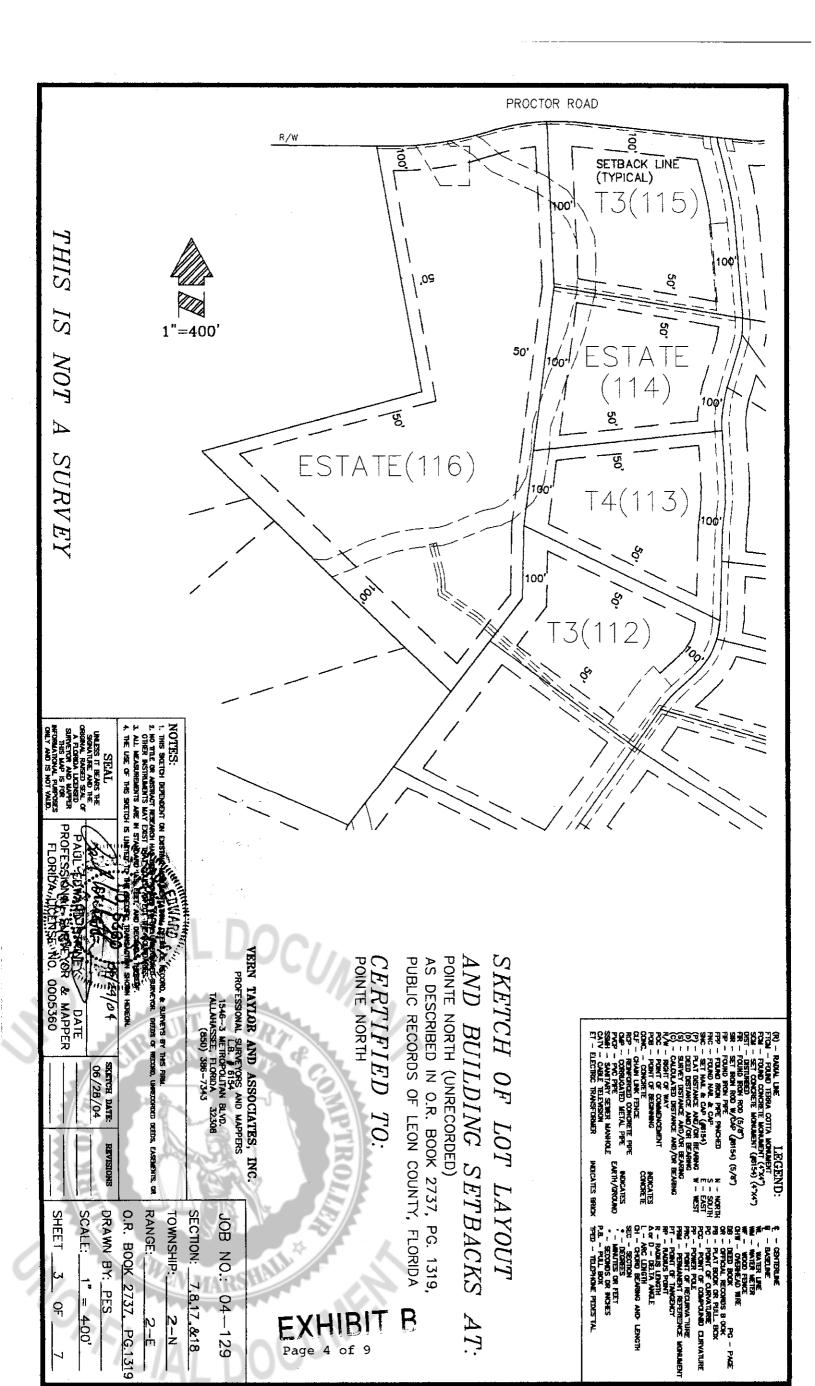
Road (80 foot right of way), thence North 89 degrees 25 minutes 19 seconds West along said right of way boundary 53.57 feet, thence South 00 degrees 34 minutes 41 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 89 degrees 25 minutes 19 seconds East along said Southerly right of way boundary 522.35 feet to the Northeast corner of property deeded to the Leon County School Board in Official Records Book 1130, page 2058 of the Public Records of Leon County, Florida for the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 25 minutes 19 seconds East along said right of way boundary 55.23 feet to a point of curve to the left, thence along said right of way curve with a radius of 1324.71 feet, through a central angle of 17 degrees 51 minutes 54 seconds, for an arc distance of 413.05 feet (the chord of said arc being North 81 degrees 38 minutes 44 seconds East 411.38 feet) to a point of reverse curve thence along said right of way curve with a radius of 941.39 feet, through a central angle of 15 degrees 07 minutes 33 seconds, for an arc distance of 248.52 feet (the chord of said arc being North 80 degrees 16 minutes 33 seconds East 247.80 feet), thence leaving said right of way boundary run South 02 degrees 33 minutes 12 seconds East 675.73 feet, thence South 07 degrees 24 minutes 38 seconds West 986.00 feet, thence South 01 degree 14 minutes 15 seconds West 296.00 feet, thence South 38 degrees 02 minutes 56 seconds West 482.88 feet, thence North 46 degrees 25 minutes 08 seconds West 1424.93 feet to the Southerly boundary of said Leon County School Board property, thence North 75 degrees 09 minutes 07 seconds East along said Southerly boundary 946.14 feet to the Southeast corner of said property, thence North 10 degrees 35 minutes 59 seconds West along the Easterly boundary of said property 1020.58 feet to the POINT OF BEGINNING, containing 37.48 acres, more or less.

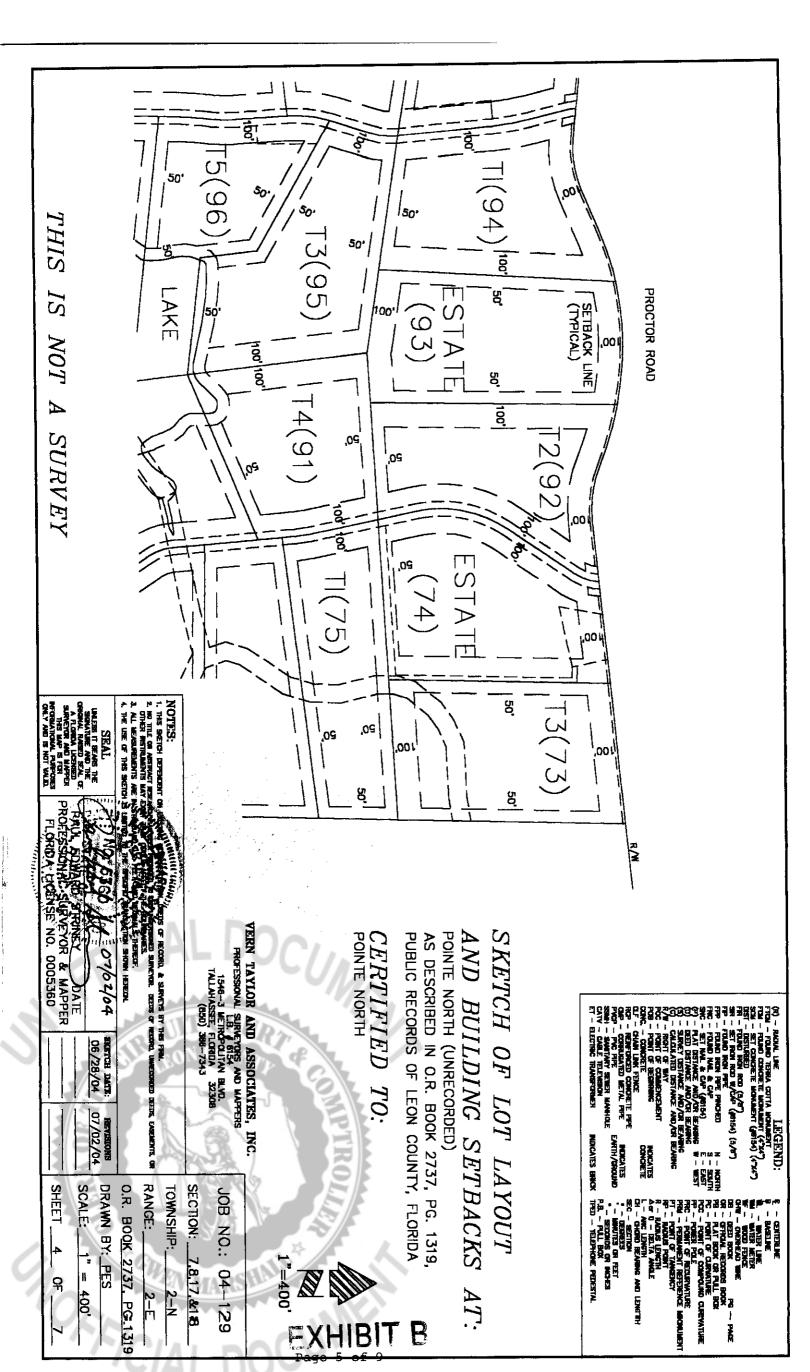


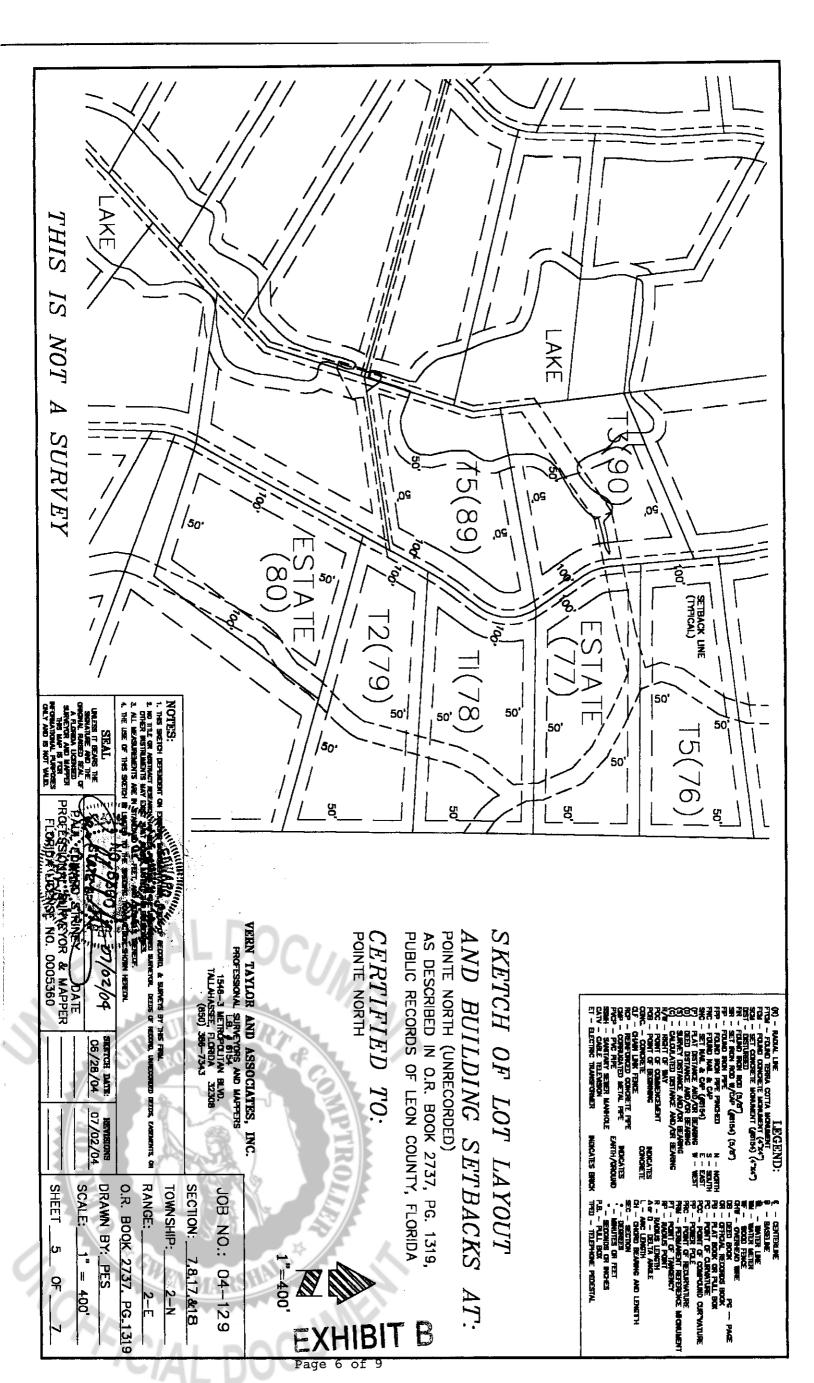


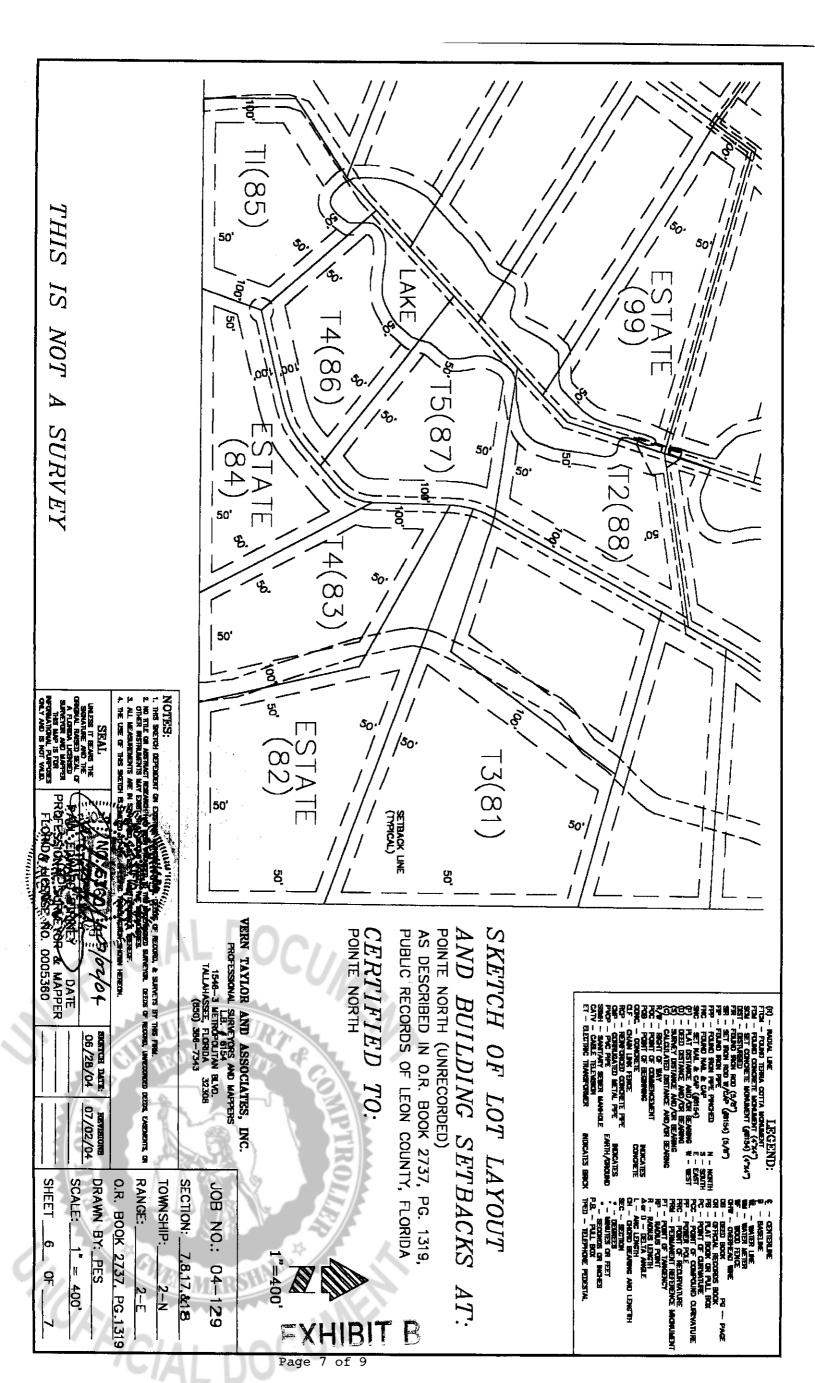


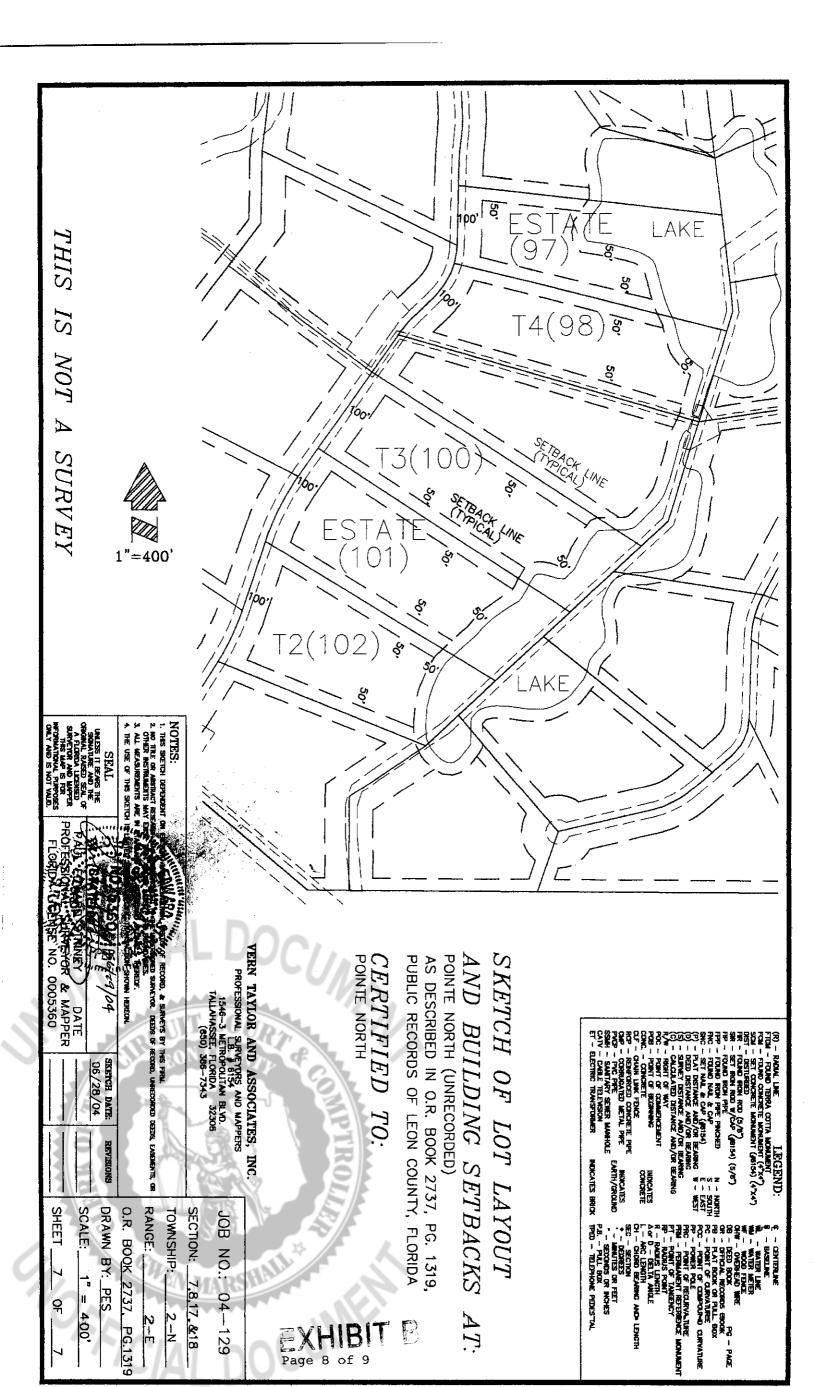


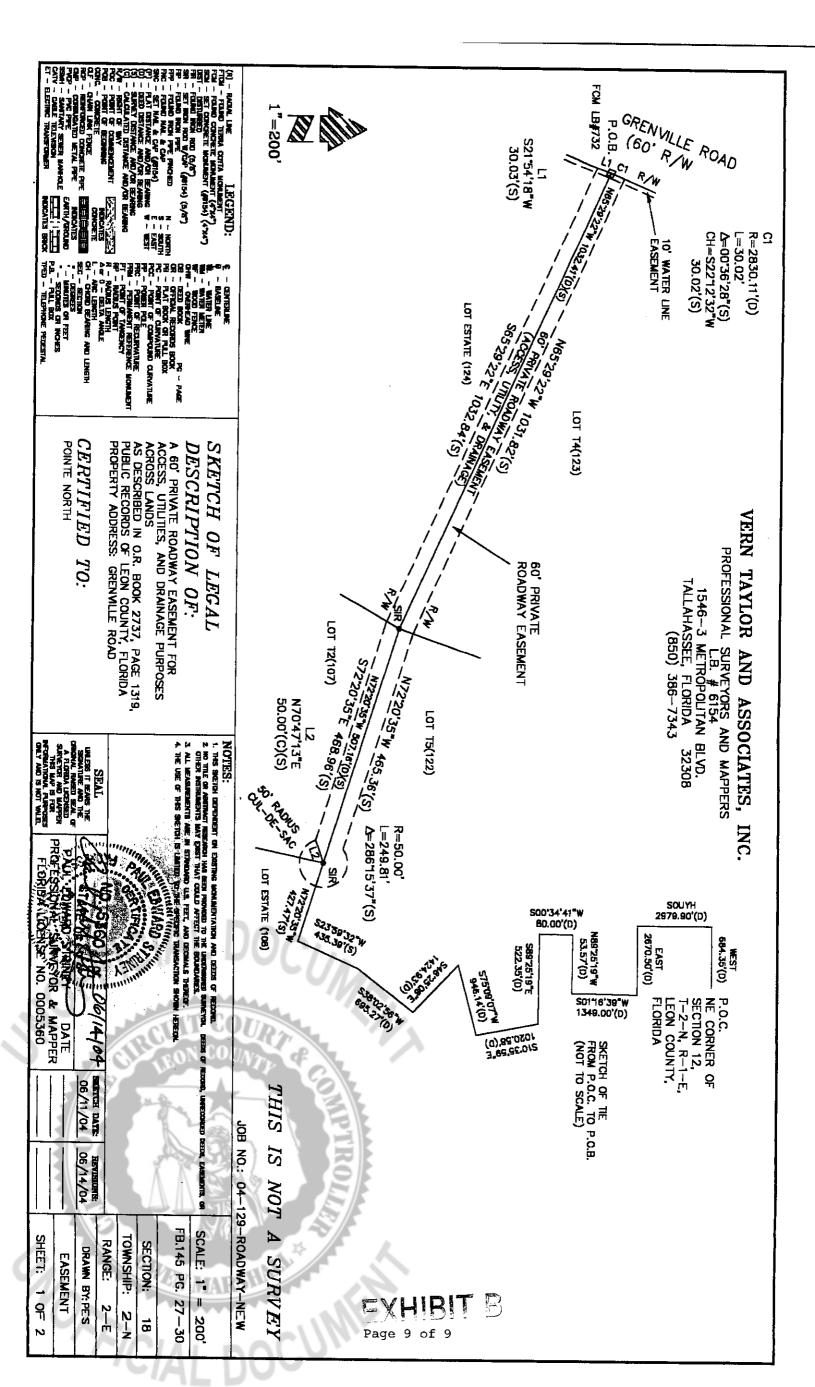












# <u>"EXHIBIT C"</u>

EASEMENTS FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND UNDER THE FOLLOWING EASEMENTS "C," "F," "G," "H" and "I."

### EASEMENT "C"

A 60 foot easement situate in Section 18, Township 2 North, Range 2 East, Leon County, Florida, said easement lying 30 each side of the following described centerline, together with a cul-de-sac with a 50 foot radius:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 2670.50 feet, thence South 01 degree 19 minutes 39 seconds West 1349.00 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 89 degrees 25 minutes 19 seconds West along said right of way boundary 53.57 feet, thence South 00 degrees 34 minutes 41 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 89 degrees 25 minutes 19 seconds East along said Southerly right of way boundary 522.35 feet to the Northeast corner of property deeded to the Leon County School Board in Official Records Book 1130, page 2058 of the Public Records of Leon County, Florida, thence South 10 degrees 35 minutes 59 seconds East along the Easterly boundary of said property 1020.58 to the Southeast corner of said property, thence South 75 degrees 09 minutes 07 seconds West along the Southerly boundary of said property 946.14 feet, thence leaving the boundary of said property run South 46 degrees 25 minutes 08 seconds East 1163.50 feet, thence South 73 degrees 26 minutes 02 seconds West 1181.93 feet to the center of a cul-de-sac with a 50 foot radius for the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING run North 64 degrees 53 minutes 23 seconds West 246.66 feet to a point of curve to the right, thence along said curve with a radius of 300.00 feet, through a central angle of 34 degrees 02 minutes 49 seconds, for an arc distance of 178.27 feet (the chord of said arc being North 47 degrees 51 minutes 59 seconds West 175.66 feet), thence North 30 degrees 50 minutes 34 seconds West 83.59 feet to a point of curve to the left, thence along said curve with a radius of 200.00 feet, through a central angle of 34 degrees 30 minutes 07 seconds, for an arc distance of 120.43 feet (the chord of said arc being North 48 degrees 05 minutes 38 seconds West 118.62 feet), thence North 65 degrees 20 minutes 41 seconds West 340.34 feet to the Easterly right of way boundary of Greenville Road (60 foot right of way) for the terminal point of said centerline.

The Westerly 10 feet of the foregoing described property being subject to a water line easement recorded in Official Records Book 1433, page 111 of the Public Records of Leon County, Florida.

### EASEMENT "F"

A 60 foot easement situate in Sections 7 and 18, Township 2 North, Range 2 East, Leon County, Florida, said easement lying 30 each side of the following described centerline:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 4710.53, thence South 1331.32 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), said point lying on a curve concave to the Northerly, thence Westerly along said right of way curve with a radius of 370.00 feet, through a central angle of 09 degrees 10 minutes 20 seconds, for an arc distance of 59.23 feet (the chord of said arc being North 88 degrees 37 minutes 11 seconds West 59.17 feet), thence leaving said Northerly right of way boundary run South an. 05 degrees 57 minutes 59 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence North 84 degrees 02 minutes 01 second West along said right of way boundary 120.91 feet to the POINT OF BEGINNING of said

centerline, said point lying on a curve concave to the Easterly. From said POINT OF BEGINNING run Southerly along said curve with a radius of 200.00 feet, through a central angle of 10 degrees 16 minutes 43 seconds, for an arc distance of 35.88 feet (the chord of said arc being South 08 degrees 38 minutes 36 seconds East 35.83 feet), thence South 13 degrees 46 minutes 58 seconds East 160.47 feet to a point of curve to the right, thence along said curve with a radius of 1000.00 feet, through a central angle of 09 degrees 00 minutes 01 second, for an arc distance of 157.09 feet (the chord of said arc being South 09 degrees 16 minutes 57 seconds East 156.92 feet), thence South 04 degrees 46 minutes 56 seconds East 395.80 feet to a point of curve to the right, thence along said curve with a radius of 300.00 feet, through a central angle of 22 degrees 00 minutes 19 seconds, for an arc distance of 115.22 feet (the chord of said arc being South 06 degrees 13 minutes 13 seconds West 114.51 feet), thence South 17 degrees 13 minutes 23 seconds West 175.75 feet to a point of curve to the left, thence along said curve with a radius of 500.00 feet, through a central angle of 20 degrees 29 minutes 19 seconds, for an arc distance of 178.80 feet (the chord of said arc being South 06 degrees 58 minutes 43 seconds West 177.84 feet), thence South 03 degrees 15 minutes 56 seconds East 227.66 feet to a point of curve to the right, thence along said curve with a radius of 500.00 feet, through a central angle of 10 degrees 19 minutes 33 seconds, for an arc distance of 90.11 feet (the chord of said arc being South 01 degree 53 minutes 51 seconds West 89.99 feet), thence South 07 degrees 03 minutes 37 seconds West 33.04 feet to a point of curve to the left, thence along said curve with a radius of 1000.00 feet, through a central angle of 05 degrees 18 minutes 58 minutes, for an arc distance of 92.78 feet (the chord of said arc being South 04 degrees 24 minutes 08 seconds West 92.75 feet), thence South 01 degree 44 minutes 39 seconds West 335.64 feet to a point of curve to the right, thence along said curve with a radius of 300.00 feet, through a central angle of 45 degrees 42 minutes 36 seconds, for an arc distance of 239.34 feet (the chord of said arc being South 24 degrees 35 minutes 57 seconds West 233.04 feet), thence South 47 degrees 27 minutes 15 seconds West 111.49 feet to a point of curve to the left, thence along said curve with a radius of 500.00 feet, through a central angle of 11 degrees 34 minutes 17 seconds, for an arc distance of 100.98 feet (the chord of said arc being South 41 degrees 40 minutes 06 seconds West 100.81 feet), thence South 35 degrees 52 minutes 58 seconds West 528.38 feet to a point of curve to the left, thence along said curve with a radius of 1000.00 feet, through a central angle of 17 degrees 06 minutes 07 seconds, for an arc distance of 298.49 feet (the chord of said arc being South 27 degrees 19 minutes 54 seconds West 297.38 feet), thence South 18 degrees 46 minutes 50 seconds West 298.80 feet to a point of curve to the right, thence along said curve with a radius of 1000.00 feet, through a central angle of 13 degrees 26 minutes 19 seconds, for an arc distance of 234.55 feet (the chord of said arc being South 25 degrees 29 minutes 59 seconds West 234.01 feet), thence South 32 degrees 13 minutes 09 seconds West 257.70 feet to a point of curve to the right, thence along said curve with a radius of 500.00 feet, through a central angle of 31 degrees 39 minutes 48 seconds, for an arc distance of 276.31 feet (the chord of said arc being South 48 degrees 03 minutes 03 seconds West 272.81 feet), thence South 63 degrees 52 minutes 56 seconds West 107.45 feet to a point of curve to the right, thence along said curve with a radius of 300.00 feet, through a central angle of 39 degrees 45 minutes 37 seconds, for an arc distance of 208.18 feet (the chord of said arc being South 83 degrees 45 minutes 45 seconds West 204.03 feet), thence North 76 degrees 21 minutes 26 seconds West along a line 25 feet South of and parallel to the Southerly boundary of a 15 foot electric easement recorded in Official Records Book 1444, page 111 of the Public Records of Leon County, Florida a distance of 1080.07 feet to a point of curve to the left, thence along said curve with a radius of 300.00 feet through a central angle of 37 degrees 06 minutes 48 seconds, for an arc distance of 194.33 feet (the chord of said arc being South 85 degrees 05 minutes 10 seconds West 190.95 feet), thence South 66 degrees 31 minutes 45 seconds West 391.56 feet to a point on the center of Leigh Read Road and the East boundary of The Baker Place, a subdivision recorded in Plat Book 10, page 56 of said Public Records for the terminal point of said centerline.

The foregoing described property being subject to a 100 foot powerline easement. Also subject to an electric easement and a 20 foot access easement recorded in Official Records Book 1444, page 111 of the Public Records of Leon County, Florida. NOFFICIAL

### EASEMENT "G"

A 60 foot easement situate in Sections 8, 17 and 18, Township 2 North, Range 2 East, Leon County, Florida, said easement lying 30 each side of the following described centerline, together with a cul-de-sac with a 50 foot radius:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 6531.53 feet, thence South 1236.44 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 330.78 feet, thence leaving said Northerly right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 250.97 feet to the POINT OF BEGINNING of said centerline, said point lying on a curve concave to the Northwesterly. From said POINT OF BEGINNING run Southwesterly along said curve with a radius of 200.00 feet, through a central angle of 31 degrees 04 minutes 07 seconds, for an arc distance of 108.45 feet (the chord of said arc being South 18 degrees 22 minutes 11 seconds West 107.13 feet), thence South 33 degrees 54 minutes 14 seconds West 330.37 feet to a point of curve to the left, thence along said curve with a radius of 500.00 feet, through a central angle of 45 degrees 26 minutes 17 seconds, for an arc distance of 396.52 feet (the chord of said arc being South 11 degrees 11 minutes 06 seconds West 386.21 feet), thence South 11 degrees 32 minutes 02 seconds East 451.98 feet to a point of curve to the right, thence along said curve with a radius of 500.00 feet, through a central angle of 06 degrees 41 minutes 32 seconds, for an arc distance of 58.40 feet (the chord of said arc being South 08 degrees 11 minutes 16 seconds East 58.37 feet), thence South 04 degrees 50 minutes 30 seconds East 519.04 feet to a point of curve to the left, thence along said curve with a radius of 200.00 feet, through a central angle of 29 degrees 08 minutes 30 seconds, for an arc distance of 101.72 feet (the chord of said arc being South 19 degrees 24 minutes 45 seconds East 100.63 feet), thence South 33 degrees 59 minutes 00 seconds East 241.57 feet to a point of curve to the right, thence along said curve with a radius of 200.00 feet, through a central angle of 70 degrees 33 minutes 50 seconds, for an arc distance of 246.31 feet (the chord of said arc being South 01 degree 17 minutes 55 seconds West 231.04 feet), thence South 36 degrees 34 minutes 50 seconds West 130.30 feet to a point of curve to the left, thence along said curve with a radius of 1000.00 feet, through a central angle of 07 degrees 33 minutes 28 seconds, for an arc distance of 131.91 feet (the chord of said arc being South 32 degrees 48 minutes 06 seconds West 131.81 feet), thence South 29 degrees 01 minute 23 seconds West 1097.09 feet to a point of curve to the left, thence along said curve with a radius of 400.00 feet, through a central angle of 27 degrees 18 minutes 07 seconds, for an arc distance of 190.60 feet (the chord of said arc being South 15 degrees 22 minutes 19 seconds West 188.80 feet), thence South 01 degree 43 minutes 16 seconds West 325.19 feet to a point of curve to the right, thence along said curve with a radius of 200.00 feet, through a central angle of 47 degrees 37 minutes 33 seconds, for an arc distance of 166.25 feet (the chord of said arc being South 25 degrees 32 minutes 02 seconds West 161.50 feet), thence South 49 degrees 20 minutes 49 seconds West 217.34 feet to a point of curve to the right, thence along said curve with a radius of 400.00 feet, through a central angle of 27 degrees 26 minutes 30 seconds, for an arc distance of 191.58 feet (the chord of said arc being South 63 degrees 04 minutes 04 seconds West 189.75 feet), thence South 76 degrees 47 minutes 19 seconds West 396.85 feet to the center of a culde-sac with a 50 foot radius for the terminal point of said centerline.

and

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## EASEMENT "H"

A tract of land lying in Sections 8, 17 and 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 105, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 2327.88 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 84 degrees 10 minutes 05 seconds West along said right of way boundary 60.71 feet marking the beginning of a curve concave to the Northwest, thence leaving said right of way boundary and run thence Southwesterly along said curve with a radius of 170.00 feet, through a central angle of 29 degrees 31 minutes 26 seconds for an are distance of 87.60 feet, (the chord of said are being South 19 degrees 08 minutes 31 seconds West 86.63 feet), thence South 33 degrees 54 minutes 14 seconds West 330.37 fect to a point of curve to the left, thence along said curve with a radius of 530.00 feet, through a central angle of 45 degrees 26 minutes 17 seconds for an arc distance of 420.31 feet, (the chord of said are being South 11 degrees 11 minutes 06 seconds West 409.38 feet), thence South 11 degrees 32 minutes 02 seconds East 451.98 feet to a point of curve to the right, thence along said curve with a radius of 470.00 feet, through a central angle of 06 degrees 41 minutes 32 seconds for an arc distance of 54.90 feet, (the chord of said are being South 08 degrees 11 minutes 16 seconds East 54.87 feet), thence South 04 degrees 50 minutes 30 seconds East 519.03 feet to a point of curve to the left, thence along said curve with a radius of 230.00 feet, through a central angle of 29 degrees 08 minutes 30 seconds for an are distance of 116.98 feet, (the chord of said are being South 19 degrees 24 minutes 45 seconds East 115.73 feet), thence South 33 degrees 59 minutes 00 seconds East 241.57 feet to a point of curve to the right, thence along said curve with a radius of 170.00 feet, through a central angle of 70 degrees 33 minutes 50 seconds for an are distance of 209.37 feet, (the chord of said are being South 01 degree 17 minutes 55 seconds West 196.38 feet), thence South 36 degrees 34 minutes 50 seconds West 130.30 feet to a point of curve to the left, thence along said curve with a radius of 1030,000 feet, through a central angle of 07 degrees 33 minutes 28 seconds for an arc distance of 135.86 feet, (the chord of said are being South 32 degrees 48 minutes 06 seconds West 135.76 feet), thence South 29 degrees 01 minute 23 seconds West 181.89 feet, thence South 81 degrees 51 minutes 17 seconds West 627.61 feet, thence South 48 degrees 00 minutes 27 seconds East 19.54 feet, thence South 08 degrees 08 minutes 43 seconds East 15.00 feet, thence North 81 degrees 51 minutes 17 seconds East 667.63 feet, thence North 29 degrees 01 minute 23 seconds East 174.05 feet to a point of curve to the right, thence along said curve with a radius of 970.00 feet, through a central angle of 07 degrees 33 minutes 28 seconds for an arc distance of 127.95 feet, (the chord of said arc being North 32 degrees 43 minutes 06 seconds East 127.86 feet), thence North 36 degrees 34 minutes 50 seconds East 130.30 feet to a point of curve to the left, thence along said curve with a radius of 230.00 feet through a central angle of 70 degrees 33 minutes 50 seconds for an arc distance of 283.26 feet, (the chord of said arc being North 01 degree 17 minutes 55 seconds East 265.70 feet), thence North 33 degrees 59 minutes 00 seconds West 241.57 feet to a point of curve to the right, thence along said curve with a radius of 170.00 feet, through a central angle of 29 degrees 08 minutes 30 seconds for an are distance of 86.47 feet, (the chord of said are being North 19 degrees 24 minutes 45 seconds West 85.54 feet), thence North 04 degrees 50 minutes 30 seconds West 519.03 feet, to a point of curve to the left, thence along said curve with a radius of 530.00 feet, through a central angle of 06 degrees 41 minutes 32 seconds for an arc distance of 61.91 feet, (the chord of said are being North 08 degrees 11 minutes 16 seconds West 61.87 feet), thence North 11 degrees 32 minutes 02 seconds West 451.93 feet to a point of curve to the right, thence along said curve with a radius of 470.00 feet, through a central angle of 45 degrees 26 minutes 17 seconds for an arc distance of 372.73 feet, (the chord of said arc being North 11 degrees 11 minutes 06 seconds East 363.04 feet), thence North 35 degrees 54 minutes 14 seconds East 330.37 feet to a point of curve to the left, thence along said curve with a radius of 230.00 feet, through a central angle of 32 degrees 12 minutes 22 seconds for an are distance of 129.28 feet, (the chord of said are being North 17 degrees 48 minutes 03 seconds East 127.59 feet), to the POINT OF BEGINNING. 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and

EASEMENT "I"

A tract of land lying in Section 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 2670.50 feet, thence South 01 degree 19 minutes 39 seconds West 1349.00 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 89 degrees 25 minutes 19 seconds West along said right of way boundary 53.57 feet, thence South 00 degrees 34 minutes 41 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 89 degrees 25 minutes 19 seconds East along said Southerly right of way boundary 522.35 feet to the Northeast corner of property deeded to the Leon County School Board in Official Records Book 1130, page 2058 of the Public Records of Leon County, Florida, thence South 10 degrees 35 minutes 59 seconds East along the Easterly boundary of said property 1020.58 to the Southeast corner of said property, thence South 75 degrees 09 minutes 07 seconds West along the Southerly boundary of said property 946.14 feet, thence leaving the boundary of said property run South 46 degrees 25 minutes 08 seconds East 1424.93 feet, thence South 38 degrees 02 minutes 56 seconds West 695.27 feet, thence North 72 degrees 20 minutes 35 seconds West 427.47 feet to the center of a 50 foot radius cul-de-sac, thence North 72 degrees 20 minutes 35 seconds West 507.16 feet, thence North 65 degrees 29 minutes 22 seconds West 1032.41 feet to a point on the Easterly right of way boundary of Grenville Road and the POINT OF BEGINNING. From said POINT OF BEGINNING run along said Easterly right of way boundary South 21 degrees 54 minutes 18 seconds West 30.03 feet to the Southerly right of way boundary of said 60 foot private roadway easement, thence leaving said Easterly right of way boundary of Grenville Road run along said Southerly right of way boundary South 65 degrees 29 minutes 22 seconds East 1032.84 feet, thence South 72 degrees 20 minutes 35 seconds East 468.96 feet to a point on a 50 foot radius cul-de-sac, thence along the right of way boundary of said cul-de-sac having a radius of 50.00 feet through a central angle of 286 degrees 15 minutes 37 seconds for an arc distance of 249.81 feet to a point on the Northerly right of way boundary of said 60 foot private roadway easement, thence along said Northerly right of way boundary run North 72 degrees 20 minutes 35 seconds West 465.36 feet, thence North 65 degrees 29 minutes 22 seconds West 1031.82 feet to a point on the Easterly right of way boundary of Grenville Road and a point on a curve concave to the Southeasterly, thence along said Easterly right of way boundary and said curve having a radius of 2830.11 feet through a central angle of 00 degrees 36 minutes 28 seconds an arc distance of 30.02 feet (the chord of said curve bears South 22 degrees 12 minutes 32 seconds West 30.02 feet) to the POINT OF BEGINNING.

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**EASEMENTS** FOR STORMWATER DRAINAGE CONVEYANCE, TRANSPORTATION AND RETENTION OVER, ACROSS AND UNDER THE FOLLOWING EASEMENTS "A," "B," "C," "D," "E," "F," "G," "H" AND "I":

# EASEMENT "A"

A tract of land lying in Sections 8, 17 and 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talqiun Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1357.55 feet thence leaving said right of way boundary run thence South 01 degrees 18 minutes 21 seconds West 2401.17 feet, thence South 00 degrees 34 minutes 19 seconds West 2404.12 feet, thence North 89 degrees 44 minutes 11 seconds West 830.73 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 44 minutes 11 seconds West 75.19 feet, thence North 04 degrees 17 minutes 32 seconds East 20.87 feet, thence North 06 degrees 46 minutes 20 seconds West 120.19 feet, thence North 19 degrees 18 minutes 24 seconds West 229.14 feet, thence North 17 degrees 52 minutes 07 seconds West 299.39 feet, thence North 12 degrees 26 minutes 59 seconds West 184.83 feet, thence North 08 degrees 21 minutes 34 seconds West 69.36 feet, thence North 08 degrees 26 minutes 12 seconds East 64.17 feet, thence North 18 degrees 13 minutes 29 seconds East 44.11 feet, thence North 25 degrees 32 minutes 09 seconds East 252.79 feet, thence North 29 degrees 13 minutes 26 seconds East 326.52 feet, thence North 41 degrees 52 minutes 41 seconds East 66.35 feet, thence North 56 degrees 28 minutes 38 seconds East 114.52 feet, thence North 49 degrees 08 minutes 05 seconds East 35.00 feet, thence North 35 degrees 29 minutes 32 seconds East 119.36 feet, thence North 46 degrees 18 minutes 51 seconds East 165.04 feet, thence North 39 degrees 36 minutes 38 seconds East 60.82 feet, thence North 30 degrees 19 minutes 15 seconds East 22.41 feet, thence North 15 degrees 04 minutes 44 seconds East 403.52 feet, thence North 25 degrees 36 minutes 07 seconds East 109.63 feet, thence North 40 degrees 10 minutes 12 seconds East 167.28 feet, thence North 03 degrees 48 minutes 11 seconds West 103.51 feet, thence North 22 degrees 47 minutes 01 seconds West 84.01 feet, thence North 24 degrees 32 minutes 40 seconds West 68.68 feet, thence North 47 degrees 30 minutes 36 seconds West 121.27 feet, thence North 61 degrees 06 minutes 18 seconds West 157.71 feet, thence North 65 degrees 09 minutes 18 seconds West 174.96 feet, thence South 75 degrees 46 minutes 45 seconds West 165.54 feet, thence South 78 degrees 44 minutes 08 seconds West 481.57 feet, thence South 55 degrees 49 minutes 15 seconds West 532.68 feet, thence South 06 degrees 28 minutes 30 seconds East 205.72 feet, thence South 17 degrees 40 minutes 57 seconds West 905.94 feet, thence South 47 degrees 34 minutes 36 seconds West 1257.55 feet, thence South 56 degrees 33 minutes 53 seconds West 347.40 feet, thence South 53 degrees 57 minutes 37 seconds West 90.97 feet, thence South 17 degrees 55 minutes 37 seconds West 59.23 feet, thence South 126.25 feet, thence South 04 degrees 52 minutes 01 second East 146.27 feet, thence South 05 degrees 46 minutes 49 seconds East 79.44 feet, thence North 89 degrees 44 minutes 11 seconds West 50.28 feet, thence North 05 degrees 46 minutes 49 seconds West 74.55 feet, thence North 04 degrees 52 minutes 01 second West 148.79 feet, thence au. North 136.26 feet, thence North 17 degrees 55 minutes 37 seconds East 83.38 feet, thence North 53 degrees 57 minutes 37 seconds East 108.37 feet, thence North 56 degrees 33 minutes 53 seconds East 344.61 feet, thence North 47 degrees 34 minutes 36

seconds East 1240.27 feet, thence North 17 degrees 40 minutes 57 seconds East 881.89 feet, thence North 06 degrees 28 minutes 30 seconds West 253.47 feet, thence North 55 degrees 49 minutes 15 seconds East 564.97 feet, thence North 78 degrees 44 minutes 08 seconds East 494.80 feet, thence North 75 degrees 43 minutes 31 seconds East 158.15 feet, thence North 18 degrees 24 minutes 21 seconds West 69.72 feet, thence North 16 degrees 48 minutes 10 seconds East 94.00 feet, thence North 33 degrees 45 minutes 27 seconds East 215.47 feet, thence North 17 degrees 07 minutes 53 seconds East 95.84 feet, thence North 02 degrees 23 minutes 40 seconds East 108.71 feet, thence North 13 degrees 45 minutes 14 seconds West 159.22 feet, thence North 01 degree 33 minutes 56 seconds East 90.58 feet, thence North 18 degrees 37 minutes 18 seconds East 80.02 feet, thence North 39 degrees 18 minutes 54 seconds East 133.74 feet, thence North 53 degrees 41 minutes 55 seconds East 86.68 feet, thence North 65 degrees 34 minutes 21 seconds East 101.97 feet, thence North 87 degrees 12 minutes 31 seconds East 228.34 feet, thence North 81 degrees 04 minutes 29 seconds East 99.34 feet, thence South 01 degree 18 minutes 21 seconds West 76.21 feet, thence South 81 degrees 04 minutes 29 seconds West 89.82 feet, thence South 87 degrees 12 minutes 31 seconds West 218.03 feet, thence South 65 degrees 34 minutes 21 seconds West 79.84 feet, thence South 53 degrees 41 minutes 55 seconds West 69.42 feet, thence South 39 degrees 18 minutes 54 seconds West 110.58feet, thence South 18 degrees 37 minutes 18 seconds West 55.08 feet, thence South 01 degree 33 minutes 56 seconds West 69.24 feet, thence South 13 degrees 45 minutes 14 seconds East 159.78 feet, thence South 02 degrees 23 minutes 40 seconds West 129.05 feet, thence South 17 degrees 07 minutes 53 seconds West 116.50 feet, thence South 33 degrees 45 minutes 27 seconds West 215.25 feet, thence South 16 degrees 48 minutes 10 seconds West 59.02 feet, thence South 18 degrees 24 minutes 21 seconds East 88.85 feet, thence South 65 degrees 09 minutes 18 seconds East 145.20 feet, thence South 61 degrees 06 minutes 18 seconds East 169.30 feet, thence South 47 degrees 30 minutes 36 seconds East 145.45 feet, thence South 24 degrees 32 minutes 40 seconds East 85.07 feet, thence South 22 degrees 47 minutes 01 second East 97.65 feet, thence South 03 degrees 52 minutes 51 seconds East 70.63 feet, thence South 28 degrees 32 minutes 22 seconds East 105.68 feet, thence South 41 degrees 36 minutes 37 seconds East 48.55 feet, thence South 53 degrees 20 minutes 20 seconds East 61.28 feet, thence South 01 degrees 18 minutes 21 seconds West 22.92 feet, thence South 00 degrees 34 minutes 19 seconds West 69.68 feet, thence North 53 degrees 20 minutes 20 seconds West 123.29 feet, thence North 41 degrees 36 minutes 37 seconds West 64.83 feet, thence North 28 degrees 33 minutes 51 seconds West 28.67 feet, thence South 40 degrees 10 minutes 12 seconds West 141.57 feet, thence South 25 degrees 36 minutes 07 seconds West 93.13 feet, thence South 15 degrees 04 minutes 44 seconds West 406.65 feet, thence South 30 degrees 19 minutes 15 seconds West 38.54 feet, thence South 39 degrees 36 minutes 38 seconds West 22.58 feet, thence South 43 degrees 15 minutes 39 seconds East 144.35 feet, thence South 54 degrees 21 minutes 31 seconds East 32.50 feet, thence South 63 degrees 37 minutes 29 seconds East 46.51 feet, thence South 73 degrees 37 minutes 38 seconds East 40.64 feet, thence North 85 degrees 43 minutes 32 seconds East 34.49 feet, thence North 77 degrees 41 minutes 12 seconds East 49.11 feet, thence North 72 degrees 01 minute 27 seconds East 61.75 feet, thence North 83 degrees 54 minutes 36 seconds East 64.08 feet, thence South 84 degrees 10 minutes 11 seconds East 10.02 feet, thence South 00 degrees 34 minutes 19 seconds West 75.32 feet, thence North 84 degrees 10 minutes 11 seconds West 9.09 feet, thence South 83 degrees 54 minutes 36 seconds West 48.45 feet, thence South 72 degrees 01 minute 27 seconds West 57.65 feet, thence South 77 degrees 41 minutes 12 seconds West 58.09 feet, thence South 85 degrees 43 minutes 32 seconds West 53.42 feet, thence North 73 degrees 37 minutes 38 seconds West 60.86 feet, thence North 63 degrees 37 minutes 29 seconds West 59.15 feet, thence North 54 degrees 21 minutes 31 seconds West 45.86 feet, thence North 43 degrees 15 minutes 39 seconds West 145.39 feet, thence South 46 degrees 18 minutes 51 seconds West 135.68 feet, thence South 35 degrees 29 minutes 32 seconds West 121.22 feet, thence South 49 degrees 08 minutes 05 seconds West 48.78feet, thence South 56 degrees 28 minutes 38 seconds West 109.72 feet, thence South 41 degrees 52 minutes 41 seconds West 48.02 feet, thence South 29 degrees 12 minutes 52 seconds West 318.38 feet, thence South 25 degrees 32 minutes 09 seconds West 243.39 feet, thence South 18 th. degrees 13 minutes 29 seconds West 32.89 feet, thence South 08 degrees 26 minutes 12 seconds West 46.68 feet, thence South 08 degrees 21 minutes 34 seconds East 55.61 feet, thence South 12 degrees 26 minutes 59 seconds East 178.60 feet, thence South 17 degrees 52 minutes 07 seconds East 294.90 feet, thence South 19 degrees 18 minutes 24 seconds East 236.43 feet, thence South 06 degrees 46 minutes 20 seconds East 135.69 feet, thence South 04 degrees 17 minutes 32 seconds West 22.85 feet to the POINT OF BEGINNING.

and

### EASEMENT "B"

A tract of land lying in Sections 7 and 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1357.55 feet thence leaving said right of way boundary run thence South 01 degrees 18 minutes 21 seconds West 2401.17 feet, thence South 00 degrees 34 minutes 19 seconds West 2404.12 feet, thence North 89 degrees 44 minutes 11 seconds West 3475.03 feet to the Southeast corner of property deeded to Talquin Electric Coop in Official Record Book 1433 Page 111 of the Public Records of Leon County, Florida and the centerline of a 100 foot powerline easement, thence North 50 degrees 13 minutes 25 seconds West along said property and said centerline 688.49 feet, thence North 76 degrees 21 minutes 26 seconds West along said property and along said centerline 83.94 feet to the Northwest corner of said property, thence South 00 degrees 31 minutes 31 seconds West along the West boundary of said property 457.48 feet to the Southwest corner of said property, thence North 89 degrees 44 minutes 11 seconds West 1997.12 feet to the East boundary of The Baker Place, a subdivision recorded in Plat Book 10, Page 56 of the Public Records of Leon County, Florida, thence Northerly and Westerly along the boundary of said The Baker Place as follows: North 00 degrees 07 minutes 40 seconds West 566.72 feet to a point lying on a curve concave to the Southerly thence Southwesterly along said curve with a radius of 604.77 feet, through a central angle of 04 degrees 23 minutes 09 seconds for an arc distance of 46.29 feet, (the chord of said arc being South 76 degrees 26 minutes 24 seconds West 46.25 feet to a point of reverse curve, thence along said reverse curve with a radius of 30.00feet, through a central of 84 degrees 34 minutes 34 seconds, for an arc distance of 44.28 feet, (the chord of said arc being North 63 degrees 27 minutes 54 seconds West 40.37 feet), thence North 21 degrees 10 minutes 36 seconds West 21.55 feet, thence South 68 degrees 49 minutes 24 seconds West 60.00 feet to a point of curve concave to the Easterly, thence Northwesterly along said curve with a radius of 436.51 feet, through a central angle of 23 degrees 46 minutes 02 seconds, for an arc distance of 181.07 feet, (the chord of said arc being North 09 degrees 17 minutes 35 seconds West 179.78 feet), thence North 87 degrees 24 minutes 34 seconds West 300.02 feet to the Southeast corner of Lot 8, Block "G" of said The Baker Place, thence continue along said The Baker Place boundary as follows: North 12 degrees 57 minutes 33 seconds East 277.93 feet, thence North 24 degrees 44 minutes 54 seconds East 165.66 feet, thence North 20 degrees 27 minutes 08 seconds East 197.23 feet, thence North 67 degrees 43 minutes 28 seconds West 310.01 feet to the Northwest corner of Lot 10, Block "G" of The Baker Place and the East right of way boundary of Greenville Road (60.00 foot right of way), thence Northeasterly along said right of way boundary as 28follows: North 21 degrees 54 minutes 18 seconds East 665.34 feet, to a point of curve concave to the Southeasterly, thence Northeasterly along said curve with a radius of 2830.11 feet, through a central angle of 11 degrees 58 minutes 33 seconds for an arc

distance of 591.54 feet, (the chord of said arc being North 27 degrees 53 minutes 34 seconds East 590.47 feet), to a point of reverse curve, thence along said reverse curve with a radius of 957.33 feet, through a central angle of 4 degrees 56 minutes 08 seconds for an arc distance of 82.46 feet, (the chord of said arc being North 31 degrees 24 minutes 47 seconds East 82.44 feet), thence leaving said right of way boundary run thence South 65 degrees 20 minutes 41 seconds East 340.34 feet, to a point of curve concave to the Southwesterly, thence Southeasterly along said curve with a radius of 200 feet, through a central angle of 34 degrees 30 minutes 07 seconds for an arc distance of 120.43 feet, (the chord of said arc being South 48 degrees 05 minutes 38 seconds East 118.62 feet), thence South 30 degrees 50 minutes 34 seconds East 83.59 feet to a point of curve concave to the Northeasterly, thence Southeasterly along said curve with a radius of 300 feet, through a central angle of 34 degrees 02 minutes 49 seconds for an arc distance of 178.27 feet, (the chord of said arc being South 47 degrees 51 minutes 59 seconds East 175.66 feet), thence South 64 degrees 53 minutes 23 seconds East 246.66 feet, thence South 66 degrees 23 minutes 03 seconds East 975.43 feet, thence North 38 degrees 02 minutes 56 seconds East 695.27 feet, thence North 46 degrees 25 minutes 08 seconds West 680.50 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 46 degrees 25 minutes 08 seconds West 105.52 feet, thence South 88 degrees 07 minutes 47 seconds East 52.22 feet, thence North 68 degrees 51 minutes 04 seconds East 78.06 feet, thence North 65 degrees 34 minutes 37 seconds East 101.54 feet, thence North 72 degrees 11 minutes 01 second East 112.16 feet, thence North 78 degrees 59 minutes 17 seconds East 95.59 feet, thence North 86 degrees 08 minutes 24 seconds East 99.31 feet, thence North 77 degrees 18 minutes 53 seconds East 31.66 feet, thence North 68 degrees 10 minutes 54 seconds East 165.26 feet, thence North 77 degrees 39 minutes 01 second East 53.59 feet, thence North 66 degrees 13 minutes 03 seconds East 36.11 feet, thence North 48 degrees 43 minutes 09 seconds East 88.50 feet, thence North 30 degrees 08 minutes 30 seconds East 63.15 feet, thence North 10 degrees 16 minutes 14 seconds East 116.64 feet, thence North 02 degrees 47 minutes 27 seconds East 104.14 feet, thence North 18 degrees 55 minutes 19 seconds East 204.00 feet, thence North 23 degrees 23 minutes 38 seconds East 97.40 feet, thence North 20 degrees 37 minutes 44 seconds East 101.63 feet, thence North 15 degrees 14 minutes 40 seconds East 168.30 feet, thence North 01 degrees 41 minutes 03 seconds East 118.17 feet, thence North 02 degrees 51 minutes 23 seconds West 89.73 feet, thence North 24 degrees 04 minutes 09 seconds West 89.41 feet, thence North 38 degrees 04 minutes 35 seconds West 86.20 feet, thence North 57 degrees 43 minutes 11 seconds West 90.47 feet, thence North 65 degrees 45 minutes 36 seconds West 204.79 feet, thence North 49 degrees 16 minutes 30 seconds West 103.03 feet, thence North 58 degrees 11 minutes 46 seconds West 107.65 feet to a point lying on the South right of way boundary of Proctor Road (80.00 foot right of way), said point also lying on a curve concave to the Northerly, thence Northeasterly along said right of way boundary and said curve with a radius of 1324.71 feet, through a central angle of 04 degrees 37 minutes 32 seconds for an arc distance of 106.95 feet, (the chord of said arc being North 77 degrees 15 minutes 28 seconds East 106.92 feet), thence leaving said right of way boundary run thence South 58 degrees 11 minutes 46 seconds East 37.30 feet, thence South 49 degrees 16 minutes 30 seconds East 98.02 feet, thence South 65 degrees 45 minutes 36 seconds East 199.20 feet, thence South 57 degrees 43 minutes 11 seconds East 108.72 feet, thence South 38 degrees 04 minutes 35 seconds East 108.40 feet, thence South 24 degrees 04 minutes 09 seconds East 112.67 feet, thence South 02 degrees 51 minutes 23 seconds East 106.75 feet, thence South 01 degree 41 minutes 03 seconds West 130.06 feet, thence South 15 degrees 14 minutes 40 seconds West 180.75 feet, thence South 20 degrees 37 minutes 44 seconds West 106.97 feet, thence South 23 degrees 23 minutes 38 seconds West 96.28 feet, thence South 18 degrees 55 minutes 19 seconds West 190.44 feet, thence South 02 degrees 47 minutes 27 seconds West 98.41 feet, thence South 10 degrees 16 minutes 14 seconds West 134.68 feet, thence South 30 degrees 08 minutes 30 seconds West 88.56 feet, thence South 48 degrees 43 minutes 09 seconds West 112.31 feet, thence South 66 degrees 13 minutes 03 seconds West 55.16 feet, thence South 77 degrees 39 minutes 01 second West 54.88 feet, thence South 68 degrees 10 minutes 54 seconds West 165.04 feet, thence South 77 degrees 18 minutes 53 seconds West 43.44 feet, thence South 86 MOFFICIALT degrees 08 minutes 24 seconds West 100.41 feet, thence South 78 degrees 59 minutes 17 seconds West 86.44 feet, thence South 72 degrees 11 minutes 01 seconds West 103.37

feet, thence South 65 degrees 34 minutes 37 seconds West 99.35 feet, thence South 68 degrees 51 minutes 04 seconds West 83.22 feet to the POINT OF BEGINNING

and

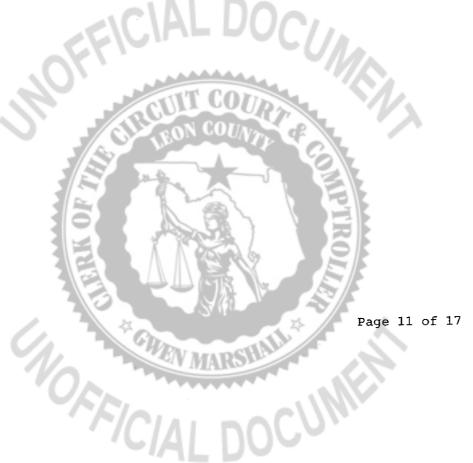
### EASEMENT "C"

A tract of land lying in Section 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1357.55 feet thence leaving said right of way boundary run thence South 01 degrees 18 minutes 21 seconds West 2401.17 feet, thence South 00 degrees 34 minutes 19 seconds West 2404.12 feet, thence North 89 degrees 44 minutes 11 seconds West 3475.03 feet to the Southeast corner of property deeded to Talquin Electric Coop in Official Record Book 1433 Page 111 of the Public Records of Leon County, Florida and the centerline of a 100 foot powerline easement, thence North 50 degrees 13 minutes 25 seconds West along said property and said centerline 688.49 feet, thence North 76 degrees 21 minutes 26 seconds West along said property and along said centerline 83.94 feet to the Northwest corner of said property, thence South 00 degrees 31 minutes 31 seconds West along the West boundary of said property 457.48 feet to the Southwest corner of said property, thence North 89 degrees 44 minutes 11 seconds West 1997.12 feet to the East boundary of The Baker Place, a subdivision recorded in Plat Book 10, Page 56 of the Public Records of Leon County, Florida, thence Northerly and Westerly along the boundary of said The Baker Place as follows: North 00 degrees 07 minutes 40 seconds West 566.72 feet to a point lying on a curve concave to the Southerly thence Southwesterly along said curve with a radius of 604.77 feet, through a central angle of 04 degrees 23 minutes 09 seconds for an arc distance of 46.29 feet, (the chord of said arc being South 76 degrees 26 minutes 24 seconds West 46.25 feet to a point of reverse curve, thence along said reverse curve with a radius of 30.00feet, through a central of 84 degrees 34 minutes 34 seconds, for an arc distance of 44.28 feet, (the chord of said arc being North 63 degrees 27 minutes 54 seconds West 40.37 feet), thence North 21 degrees 10 minutes 36 seconds West 21.55 feet, thence South 68 degrees 49 minutes 24 seconds West 60.00 feet to a point of curve concave to the Easterly, thence Northwesterly along said curve with a radius of 436.51 feet, through a central angle of 23 degrees 46 minutes 02 seconds, for an arc distance of 181.07 feet, (the chord of said arc being North 09 degrees 17 minutes 35 seconds West 179.78 feet), thence North 87 degrees 24 minutes 34 seconds West 300.02 feet to the Southeast corner of Lot 8, Block "G" of said The Baker Place, thence continue along said The Baker Place boundary as follows: North 12 degrees 57 minutes 33 seconds East 277.93 feet, thence North 24 degrees 44 minutes 54 seconds East 165.66 feet, thence North 20 degrees 27 minutes 08 seconds East 197.23 feet, thence North 67 degrees 43 minutes 28 seconds West 310.01 feet to the Northwest corner of Lot 10, Block "G" of The Baker Place and the East right of way boundary of Greenville Road (60.00 foot right of way), thence Northeasterly along said right of way boundary as follows: North 21 degrees 54 minutes 18 seconds East 665.34 feet, to a point of curve concave to the Southeasterly, thence Northeasterly along said curve with a radius of Sec. 2830.11 feet, through a central angle of 11 degrees 58 minutes 33 seconds for an arc distance of 591.54 feet, (the chord of said arc being North 27 degrees 53 minutes 34 seconds East 590.47 feet), to a point of reverse curve, thence along said reverse curve

with a radius of 957.33 feet, through a central angle of 4 degrees 56 minutes 08 seconds for an arc distance of 82.46 feet, (the chord of said arc being North 31 degrees 24 minutes 47 seconds East 82.44 feet), thence leaving said right of way boundary run thence South 65 degrees 20 minutes 41 seconds East 340.34 feet, to a point of curve concave to the Southwesterly, thence Southeasterly along said curve with a radius of 200 feet, through a central angle of 34 degrees 30 minutes 07 seconds for an arc distance of 120.43 feet, (the chord of said arc being South 48 degrees 05 minutes 38 seconds East 118.62 feet), thence South 30 degrees 50 minutes 34 seconds East 83.59 feet to a point of curve concave to the Northeasterly, thence Southeasterly along said curve with a radius of 300 feet, through a central angle of 34 degrees 02 minutes 49 seconds for an arc distance of 178.27 feet, (the chord of said arc being South 47 degrees 51 minutes 59 seconds East 175.66 feet), thence South 64 degrees 53 minutes 23 seconds East 246.66 feet, thence South 66 degrees 23 minutes 03 seconds East 975.43 feet, thence North 38 degrees 02 minutes 56 seconds East 23.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 38 degrees 02 minutes 56 seconds East 92.81 feet, thence South 15 degrees 51 minutes 59 seconds East 73.29 feet, thence South 10 degrees 36 minutes 36 seconds East 58.66 feet, thence South 14 degrees 47 minutes 10 seconds West 63.82 feet, thence South 24 degrees 54 minutes 09 seconds West 53.68 feet, thence North 65 degrees 05 minutes 51 seconds West 75.00 feet, thence North 24 degrees 54 minutes 09 seconds East 47.04 feet, thence North 14 degrees 47 minutes 10 seconds East 40.28 feet, thence North 10 degrees 36 minutes 36 seconds West 38.42 feet, thence North 15 degrees 51 minutes 59 seconds West 15.19 feet to the POINT OF BEGINNING.

and

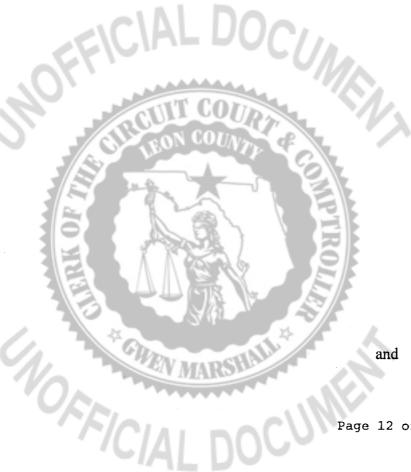


### EASEMENT "D"

A tract of land lying in Section 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet; thence South 2979.90 feet, thence East 2670.50 feet, thence South 01 degree 19 minutes 39 seconds West 1349.00 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 89 degrees 25 minutes 19 seconds West along said right of way boundary 53.57 feet, thence South 00 degrees 34 minutes 41 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 89 degrees 25 minutes 19 seconds East along said Southerly right of way boundary 522.35 feet to the Northeast corner of property deeded to the Leon County School Board in Official Records Book 1130, page 2058 of the Public Records of Leon County, Florida, thence South 10 degrees 35 minutes 59 seconds East along the Easterly boundary of said property 1020.58 to the Southeast corner of said property, thence South 75 degrees 09 minutes 07 seconds West along the Southerly boundary of said property 946.14 feet, thence leaving the boundary of said property run South 46 degrees 25 minutes 08 seconds East 1424.93 feet, thence North 3 8 degrees 02 minutes 56 seconds East 482.88 feet, thence South 53 degrees 51 minutes 33 seconds East to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 35 degrees 48 minutes 32 seconds East 187.97 feet to a point of curve of a curve concave to the Southeasterly, thence along said curve having a radius of 640.00 feet through a central angle of 11 degrees 34 minutes 18 seconds for an arc distance of 129.26 feet (the chord of said arc being North 41 degrees 40 minutes 06 seconds East 129.04 feet), thence South 42 degrees 32 minutes 45 seconds East 110.00 feet, to the Westerly right of way boundary of a 60 foot private roadway easement and a point on a curve concave to the Southeasterly, thence along said right of way and said curve having a radius of 530.00 feet through a central angle of 11 degrees 34 minutes 18 seconds for an arc distance of 107.04 feet (the chord of said arc being South 41 degrees 40 minutes 06 seconds West 106.86 feet) to the end of said curve, thence along said right of way South 35 degrees 52 minutes 58 seconds West 188.60 feet, thence leaving said right of way run North 53 degrees 51 minutes 33 seconds West 109.76 feet to the POINT OF BEGINNING.

SUBJECT TO a 30 feet wide drainage easement as described in O. R. Book 2737, Page 1319, in the Public



### EASEMENT "E"

A tract of land lying in Section 7, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet; thence South 2979.90 feet, thence East 2670.50 feet, thence South 01 degree 19 minutes 39 seconds West 1349.00 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 89 degrees 25 minutes 19 seconds West along said right of way boundary 53.57 feet, thence South 00 degrees 34 minutes 41 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road. thence South 89 degrees 25 minutes 19 seconds East along said Southerly right of way boundary 522.35 feet to the Northeast corner of property deeded to the Leon County School Board in Official Records Book 1130, page 2058 of the Public Records of Leon County, Florida, thence South 10 degrees 35 minutes 59 seconds East along the Easterly boundary of said property 1020.58 to the Southeast corner of said property, thence South 75 degrees 09 minutes 07 seconds West along the Southerly boundary of said property 946.14 feet, thence leaving the boundary of said property run South 46 degrees 25 minutes 08 seconds East 1424.93 feet, thence North 3 8 degrees 02 minutes 56 seconds East 482.88 feet, thence North 01 degree 14 minutes 15 seconds East 296.00 feet, thence North 07 degrees 24 minutes 38 seconds East 970.99 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 07 degrees 24 minutes 38 seconds East 15.01 feet, thence North 02 degrees 33 minutes 12 seconds West 15.34 feet, thence South 80 degrees 32 minutes 28 seconds East 682.77 feet, thence North 04 degrees 46 minutes 56 seconds West 356.72 feet, thence North 85 degrees 01 minutes 16 seconds East 74.99 feet to the Westerly right of way boundary of a 60 foot private roadway easement and a point on a curve concave to the Southwesterly, thence along said right of way and said curve with a radius of 970.00 feet, through a central angle of 00 degrees 11 minutes 47 second, for an arc distance of 3.33 feet (the chord of said arc being South 04 degrees 52 minutes 51 seconds East 3.33 feet), thence along said right of way South 04 degrees 46 minutes 56 seconds East 395.80 feet to a point of curve concave to the Southwesterly, thence along said right of way and said curve with a radius of 970.00 feet, through a central angle of 01 degrees 39 minutes 29 second, for an arc distance of 7.81 feet (the chord of said arc being South 03 degrees 57 minutes 11 seconds East 7.81 feet), thence leaving said right of way run North 80 degrees 32 minutes 28 seconds West 763.92 feet to the POINT OF BEGINNING.

SUBJECT TO a 75 feet wide drainage easement "C" as described in O. R. Book 2737, Page 1319, in the Public Records of Leon County, Florida.



and

# EASEMENT "F"

A tract of land lying in Section 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot casement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1357.55 feet, thence South 01 degree 18 minutes 21 seconds West 942.12 feet, thence South 86 degrees 37 minutes 50 seconds West 1236.80 feet to the centerline of a 60 foot private roadway, thence leaving said centerline run South 86 degrees 47 minutes 42 seconds West 688.34 feet, thence South 06 degrees 28 minutes 30 seconds East 1379.05 feet, thence South 17 degrees 40 minutes 57 seconds West 893.92 feet, thence South 47 degrees 34 minutes 36 seconds West 1360.18 feet, thence run South 56 degrees 19 minutes 56 seconds West 381.62 feet, thence South 00 degrees 15 minutes 41 seconds West 385.22 feet to the POINT OF BEGINNING; From said POINT OF BEGINNING thence run North 89 degrees 44 minutes | 1 seconds West 92.30 feet to the Easterly boundary of a 100 feet wide powerline easement, thence along said boundary run North 50 degrees 13 minutes 25 seconds West 760.73 feet, thence along said boundary run North 76 degrees 21 minutes 26 seconds West 167.38 feet to the Easterly right of way boundary of a 60 foot private roadway and a point on a curve concave to the Northwesterly, thence run along said right of way curve having a radius of 530.00 feet, through a central angle of 27 degrees 36 minutes 47 seconds for an arc distance of 255.43 feet (the chord of said arc bears North 46 degrees 01 minutes 33 seconds East 252.96 feet) to the end of said curve, thence leaving said right of way boundary run South 57 degrees 46 minutes 51 seconds East (radial) 114.44 feet, thence run South 37 degrees 01 minutes 08 seconds West 162.97 feet, thence run parallel to and 30 feet from said powerline easement boundary South 50 degrees 13 minutes 25 seconds East 751.39 feet, thence run South 89 degrees 44 minutes 11 seconds East 858.83 feet, thence run North 19 degrees 15 minutes 01 seconds East 187.05 feet to the Westerly right of way boundary of a private roadway easement cul-de-sac and a point on a curve concave to the Northeasterly, thence along said right of way curve having a radius of 50.00 feet through a central angle of 34 degrees 54 minutes 55 seconds for an arc distance of 30.47 feet (the chord of said curve bears South 70 degrees 43 minutes 10 seconds East 30.00 feet), thence leaving said right of way boundary run South 19 degrees 15 minutes 01 seconds West 208.47 feet, thence run North 89 degrees 44 minutes 11 seconds West 798.70 feet to the POINT OF BEGINNING, containing 1.14 acres, more or less.

and

OFFICIAL

EASEMENT "G"

A tract of land lying in Section 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1357.55 feet, thence South 01 degree 18 minutes 21 seconds West 942.12 feet, thence South 86 degrees 37 minutes 50 seconds West 1236.80 feet to the centerline of a 60 foot private roadway, thence leaving said centerline run South 86 degrees 47 minutes 42 seconds West 688.34 feet, thence South 06 degrees 28 minutes 30 seconds East 1379.05 feet, thence South 17 degrees 40 minutes 57 seconds West 893.92 feet, thence South 47 degrees 34 minutes 36 seconds West 1360.18 feet, thence South 56 degrees 19 minutes 56 seconds West 381.62 feet, thence South 00 degrees 15 minutes 41 seconds West 385.22 feet, thence North 89 degrees 44 minutes 11 seconds West 785.80 feet to the Southwest corner of property deeded to Talquin Electric Coop in Official Records Book 1433, page 111 of the Public Records of Leon County, Florida, thence continue North 89 degrees 44 minutes 11 seconds West 1997.12 feet to the East boundary of The Baker Place, a subdivision recorded in Plat Book 10, page 56 of the Public Records of Leon County, Florida, thence North 00 degrees 07 minutes 40 seconds West along said East boundary 416.27 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 07 minutes 40 seconds West along said East boundary 87.13 feet to the Southerly right of way boundary of a 60 private roadway, thence leaving said East boundary run North 66 degrees 31 minutes 45 seconds East along said right of way boundary 170.46 feet, thence leaving said right of way boundary run South 23 degrees 28 minutes 15 seconds East 80.00 feet, thence run South 66 degrees 31 minutes 45 seconds West 204.99 to the POINT OF BEGINNING, containing 15,018 square feet or 0.34 acres, more or less.

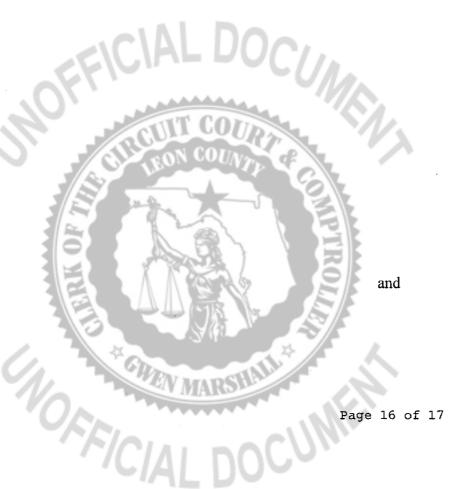


and

### EASEMENT "H"

A tract of land lying in Section 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot casement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1357.55 feet, thence South 01 degree 18 minutes 21 seconds West 942.12 feet, thence South 86 degrees 37 minutes 50 seconds West 1236.80 feet to the centerline of a 60 foot private roadway, thence leaving said centerline run South 86 degrees 47 minutes 42 seconds West 688.34 feet, thence South 06 degrees 28 minutes 30 seconds East 751.40 feet, thence North 59 degrees 49 minutes 11 seconds West 648.30 feet to the POINT OF BEGINNING; From said POINT OF BEGINNING thence continue North 59 degrees 49 minutes 11 seconds West 77.68 feet to a point on the Easterly right of way boundary of a 60 foot private roadway and a point on a curve concave to the Southeasterly, thence run along said right of way curve having a radius of 470.00 feet, through a central angle of 19 degrees 38 minutes 37 seconds for an arc distance of 161.14 feet (the chord of said arc bears South 06 degrees 33 minutes 23 seconds West 160.35 feet) to the end of said curve, thence run South 03 degrees 15 minutes 56 seconds East 131.01 feet, thence leaving said right of way boundary run North 86 degrees 44 minutes 04 seconds East 75.00 feet, thence run North 00 degrees 43 minutes 24 seconds East 246.80 feet to the POINT OF BEGINNING, containing 21,713 square feet or 0.50 acres, more or less.



#### EASEMENT "I"

A tract of land lying in Section 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 2670.50 feet, thence South 01 degree 19 minutes 39 seconds West 1349.00 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 89 degrees 25 minutes 19 seconds West along said right of way boundary 53.57 feet, thence South 00 degrees 34 minutes 41 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 89 degrees 25 minutes 19 seconds East along said Southerly right of way boundary 522.35 feet to the Northeast corner of property deeded to the Leon County School Board in Official Records Book 1130, page 2058 of the Public Records of Leon County, Florida, thence South 10 degrees 35 minutes 59 seconds East along the Easterly boundary of said property 1020.58 to the Southeast corner of said property, thence South 75 degrees 09 minutes 07 seconds West along the Southerly boundary of said property 946.14 feet, thence leaving the boundary of said property run South 46 degrees 25 minutes 08 seconds East 1424.93 feet, thence South 38 degrees 02 minutes 56 seconds West 695.27 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 66 degrees 23 minutes 03 seconds West 15.00 feet, thence South 23 degrees 59 minutes 31 seconds West 286.13 feet, thence North 72 degrees 20 minutes 35 seconds West 201.23 feet, thence South 23 degrees 59 minutes 31 seconds West 135.83 feet, thence North 72 degrees 20 minutes 35 seconds West 165.12 feet to the Easterly right of way boundary of a private roadway easement cul-de-sac and a point on a curve concave to the Northwesterly, thence along said right of way curve having a radius of 50.00 feet through a central angle of 34 degrees 54 minutes 55 seconds for an arc distance of 30.47 feet (the chord of said curve bears South 17 degrees 39 minutes 25 seconds West 30.00 feet), thence leaving said right of way boundary run South 72 degrees 20 minutes 35 seconds East 393.20 feet, thence North 23 degrees 59 minutes 31 seconds East 385.21 feet, thence North 38 degrees 02 minutes 56 seconds East 57.36 feet, thence North 10 degrees 36 minutes 36 seconds West 23.61 feet, thence North 15 degrees 51 minutes 59 seconds West 15.19 feet, thence South 38 degrees 02 minutes 56 seconds West 23.84 feet to the POINT OF BEGINNING, containing 52,332 squre feet or 1.20 acres, more or less.



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# EXHIBIT D

# Well Site

A tract of land lying in Section 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 2388.59 feet to a point marking the beginning of a curve concave to the Northwest, thence leaving said right of way boundary and run thence Southwesterly along said curve with a radius of 170.00 feet, through a central angle of 29 degrees 31 minutes 26 seconds for an arc distance of 87.60 feet, (the chord of said arc being South 19 degrees 08 minutes 31 seconds West 86.63 feet), thence South 33 degrees 54 minutes 14 seconds West 330.37 feet to a point of curve to the left, thence along said curve with a radius of 530.00 fect, through a central angle of 45 degrees 26 minutes 17 seconds for an arc distance of 420.31 feet, (the chord of said are being South 11 degrees 11 minutes 06 seconds West 409.38 feet), thence South 11 degrees 32 minutes 02 seconds East 451.98 feet to a point of curve to the right, thence along said curve with a radius of 470.00 feet, through a central angle of 06 degrees 41 minutes 32 seconds for an arc distance of 54.90 feet, (the chord of said are being South 08 degrees 11 minutes 16 seconds East 54.87 feet), thence South 04 degrees 50 minutes 30 seconds East 519.03 feet to a point of curve to the left, thence along said curve with a radius of 230.00 feet, through a central angle of 29 degrees 08 minutes 30 seconds for an arc distance of 116.98 feet, (the chord of said arc being South 19 degrees 24 minutes 45 seconds East 115.73 feet), thence South 33 degrees 59 minutes 00 seconds East 241.57 feet to a point of curve to the right, thence along said curve with a radius of 170.00 feet, through a central angle of 70 degrees 33 minutes 50 seconds for an arc distance of 209.37 feet, (the chord of said arc being South 01 degree 17 minutes 55 seconds West 196.38 feet), thence South 36 degrees 34 minutes 50 seconds West 130.30 feet to a point of curve to the left, thence along said curve with a radius of 1030.000 feet, through a central angle of 07 degrees 33 minutes 28 seconds for an arc distance of 135.86 feet, (the chord of said arc being South 32 degrees 48 minutes 06 seconds West 135.76 feet), thence South 29 degrees 01 minute 23 seconds West 181.89 fect, thence South 81 degrees 51 minutes 17 seconds West 627.61 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 48 degrees 00 minutes 27 seconds West 58.74 feet, thence North 72 degrees 19 minutes 03 seconds West 25.00 feet, thence South 17 degrees 40 minutes 57 seconds West 187.02 feet, thence South 72 degrees 19 minutes 03 seconds East 25.00 feet, thence North 63 degrees 05 minutes 31 seconds East 139.04 feet, thence North 08 degrees 08 minutes 43 seconds West 63.52 feet, thence North 48 degrees 00 minutes 27 seconds West 19.54 feet to the POINT OF BEGINNING. MOFFICIAL

# EXHIBIT D

# **Drainage and Conveyance Easement**

A 30.00 foot Drainage Easement lying 15.00 feet each side of the following described centerline, said tract of land lying in Section 18, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talqiun Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1357.55 feet, thence South 01 degree 18 minutes 21 seconds West 942.12 feet, thence South 86 degrees 37 minutes 50 seconds West 1236.80 feet to the centerline of a 60 foot private roadway, thence leaving said centerline run South 86 degrees 47 minutes 42 seconds West 688.34 feet, thence South 06 degrees 28 minutes 30 seconds East 1379.05 feet, thence South 17 degrees 40 minutes 57 seconds West 472.60 feet to the Point of Beginning. From said Point of Beginning run North 73 degrees 51 minutes 37 seconds West 1294.19 feet to the centerline of a 60 foot private roadway, thence along said centerline South 35 degrees 52 minutes 58 seconds West 188.69 feet, thence leaving said centerline North 53 degrees 51 minute 47 seconds West 373.53 feet, thence North 47 degrees 58 minutes 46 seconds West 466.21 feet, thence North 56 degrees 14 minutes 21 seconds West 177.10 feet, thence North 02 degrees 52 minutes 08 West 73.35 feet, thence North 14 degrees 09 minutes 23 minutes West 131.00 feet to the end of said centerline.

The foregoing described property being subject to an easement for access, utility and drainage.



Legal Description – Fence Easement No. 1 – Pointe North

A tract of land lying in Section 7, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range | East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 2670.50 feet, thence South 01 degree 19 minutes 39 seconds West 1349.00 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 89 degrees 25 minutes 19 seconds West along said right of way boundary 53.57 feet, thence South 00 degrees 34 minutes 41 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 89 degrees 25 minutes 19 seconds East along said Southerly right of way boundary 522.35 feet to the Northeast corner of property deeded to the Leon County School Board in Official Records Book 1130, page 2058 of the Public Records of Leon County, Florida for the POINT OF BEGINNING of said easement; From said POINT OF BEGINNING thence continue along said right of way South 89 degrees 25 minutes 19 seconds East 55.23 feet to the point of curvature of a curve concave to the Northwesterly, thence along said right of way curve having a radius of 1324.71 feet through a central angle of 17 degrees 51 minutes 54 seconds for an arc distance of 413.05 feet (the chord of said curve bears North 81 degrees 38 minutes 44 seconds East 411.38 feet) to a point of reverse curvature and a curve concave to the Southeasterly, thence along said right of way curve having a radius of 941.39 feet through a central angle of 23 degrees 15 minutes 12 seconds for an arc distance of 382.06 feet (the chord of said curve bears North 84 degrees 20 minutes 35 seconds East 379.43 feet), thence along said right of way run South 84 degrees 02 minutes 01 seconds East 518.29 feet to a point of curve of a non-tangent curve concave to the Northeasterly on the Westerly boundary of a sign and landscape easement, thence leaving said right of way boundary run along said easement boundary and said curve having a radius of 260.00 feet through a central angle of 02 degrees 13 minutes 39 seconds for an arc distance of 10.11 feet (the chord of said curve bears South 02 degrees 25 minutes 08 seconds East 10.11 feet), thence leaving said easement boundary run North 84 degrees 02 minutes 01 seconds West 519.76 feet to a point of curvature of a curve concave to the Southeasterly, thence along said curve having a radius of 931.39 feet through a central angle of 23 degrees 15 minutes 08 seconds for an arc distance of 377.99 feet (the chord of said curve bears South 84 degrees 20 minutes 35 seconds West 375.40 feet) to a point of reverse curvature and a curve concave to the Northwesterly, thence along said right of way curve having a radius of 1334.71 feet through a central angle of 17 degrees 51 minutes 54 seconds for an arc distance of 416.17 feet (the chord of said curve bears South 81 degrees 38 minutes 44 seconds West 414.49 feet), thence North 89 degrees 25 minutes 19 seconds West 53.25 feet, thence North 10 degrees 35 minutes 59 seconds West 10.19 feet to the POINT OF BEGINNING, containing 13,679 square feet or 0.31 acre, more or less.

and

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Legal Description – Fence Easement No. 2 – Pointe North

A tract of land lying in Section 7, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 4791.53 feet, thence South 1331.32 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), said point lying on a curve concave to the Northerly, thence Westerly along said right of way curve with a radius of 370.00 feet through a central angel of 09 degrees 10 minutes 20 seconds for an arc distance of 59.23 feet ( the chord of said curve bears North 88 degrees 37 minutes 11 seconds West 59.17 feet), thence leaving said Northerly right of way boundary run South 05 degrees 57 minutes 59 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road to a point of curvature of a curve concave to the Southeasterly and the POINT OF BEGINNING of said easement; From said POINT OF BEGINNING thence run along said right of way curve having a radius of 450.00 feet through a central angle of 28 degrees 39 minutes 06 seconds for an arc distance of 225.03 feet (the chord of said curve bears North 81 degrees 38 minutes 26 seconds East 222.69 feet), thence along said right of way boundary North 67 degrees 18 minutes 53 seconds East 190.83 feet to a curve concave to the Southeasterly, thence along said right of way curve having a radius of 1122.85 feet through a central angle of 23 degrees 17 minutes 18 seconds for an arc distance of 456.39 feet (the chord of said curve bears North 78 degrees 57 minutes 32 seconds East 453.26 feet) to a point of compound curvature of a curve concave to the Southwesterly, thence along said right of way curve having a radius of 1403.61 feet through a central angle of 21 degrees 25 minutes 42 seconds for an arc distance of 524.94 feet ( the chord of said curve bears South 78 degrees 40 minutes 58 seconds East 521.89 feet) to a point of reverse curvature of a curve concave to the Northeasterly, thence along said right of way curve having a radius of 450.00 feet through a central angle of 27 degrees 51 minutes 48 seconds for an arc distance of 218.84 feet (the chord of said curve bears South 81 degrees 54 minutes 01 seconds East 216.69 feet), thence along said right of way boundary North 84 degrees 10 minutes 05 seconds East 189.97 feet to a point on a non-tangent curve on the Westerly boundary of a sign and landscape easement, thence leaving said right of way boundary run along said easement boundary and said curve concave to the Northwesterly having a radius of 140.00 feet through a central angle of 04 degrees 13 minutes 45 seconds for an arc distance of 10.33 feet (the chord of said curve bears South 08 degrees 42 minutes 50 seconds West 10.33 feet), thence leaving said curve and said easement boundary run South 84 degrees 10 minutes 05 seconds West 187.38 feet to a point of curvature of a curve concave to the Northeasterly, thence along said curve having a radius of 460.00 feet through a central angle of 27 degrees 51

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minutes 48 seconds for an arc distance of 223.70 feet (the chord of said curve bears North 81 degrees 54 minutes 01 seconds West 221.51 feet) to a point of reverse curvature of a curve concave to the Southwesterly, thence along said curve having a radius of 1393.61 feet through a central angle of 21 degrees 25 minutes 42 seconds for an arc distance of 521.21 feet (the chord of said curve bears North 78 degrees 40 minutes 58 seconds West 518.17 feet) to a point of compound curvature and a curve concave to the Southeasterly, thence along said curve having a radius of 1112.85 feet through a central angle of 23 degrees 17 minutes 18 seconds for an arc distance of 452.34 feet (the chord of said curve bears South 78 degrees 57 minutes 32 seconds West 449.23 feet), thence South 67 degrees 18 minutes 53 seconds West 190.83 feet to a point of curvature of a curve concave to the Northwesterly, thence along said curve having a radius of 460.00 feet through a central angle of 28 degrees 39 minutes 06 seconds for an arc distance of 230.03 feet (the chord of said curve bears South 81 degrees 38 minutes 26 seconds West 227.64 feet), thence North 84 degrees 02 minutes 01 seconds West 56.89 feet to a point on the Easterly boundary of a sign and landscape easement and a point on a curve concave to the Northeasterly, thence along said curve having a radius of 140.00 feet through a central angle of 04 degrees 15 minutes 09 seconds for an arc distance of 10.39 feet (the chord of said curve bears North 09 degrees 45 minutes 17 seconds West 10.39 feet) to a point on the Southerly right of way boundary of said Proctor Road, thence along said right of way boundary run South 84 degrees 02 minutes 01 seconds East 59.71 feet to the POINT OF BEGINNING, containing 18,642 square feet or 0.43 acre, more or less.

and



(continued)

Legal Description – Fence Easement No. 3 – Pointe North

A tract of land lying in Section 8, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1357.55 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 84 degrees 10 minutes 05 seconds West along said right of way boundary 940.11 feet to a point on a non-tangent curve concave to the Northwesterly on the Westerly boundary of a sign and landscape easement, thence leaving said right of way boundary run along said sign and landscape easement boundary and said curve having a radius of 260.00 feet through a central angle of 02 degrees 13 minutes 27 seconds for an arc distance of 10.09 feet (the chord of said curve bears South 01 degree 56 minutes 11 seconds West 10.09 feet), thence leaving said curve and said easement boundary run North 84 degrees 10 minutes 05 seconds East 940.22 feet to the Easterly boundary of Lot 73, of lands as described in official Records book 2737, Page 1319, in the Public Records of Leon County, Florida, thence along said boundary run North 01 degrees 18 minutes 21 seconds East 10.08 feet to the POINT OF BEGINNING, containing 9,401 square feet or 0.22 acre, more or less.

and

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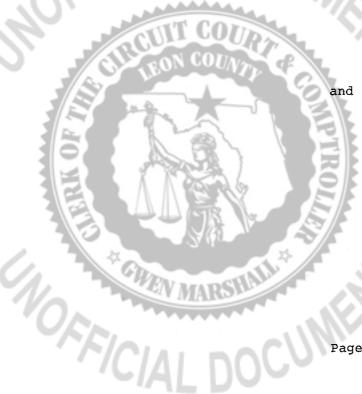
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Legal Description – Sign and Landscape Easement No. 1 – Pointe North

A tract of land lying in Section 7, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 4791.53 feet, thence South 1331.32 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), said point lying on a curve concave to the Northerly, thence Westerly along said right of way curve with a radius of 370.00 feet, through a central angel of 09 degrees 10 minutes 20 seconds, for an arc distance of 59.23 feet (the chord of said arc being North 88 degrees 37 minutes 11 seconds West 59.17 feet), thence leaving said Northerly right of way boundary run South 05 degrees 57 minutes 59 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence North 84 degrees 02 minutes 01 seconds West along said right of way boundary 151.26 feet to the POINT OF BEGINNING of said easement; From said POINT OF BEGINNING continue along said right of way boundary North 84 degrees 02 minutes 01 seconds West 30.28 feet to a point of curve concave to the Northeasterly, thence leaving said Southerly right of way boundary of said Proctor Road run along said curve having a radius of 260.00 feet through a central angle of 11 degrees 19 minutes 25 seconds for an arc distance of 51.39 feet (the chord of said arc being South 06 degrees 58 minutes 00 seconds East 51.30 feet) to the end of said curve, thence run South 84 degrees 02 minutes 01 seconds East 31.82 feet to the Easterly right of way boundary of a 60 feet wide Private Roadway Easement "F", thence along said right of way boundary run North 13 degrees 46 minutes 58 seconds West 5.52 feet to a point of curvature of a curve concave to the Northeasterly, thence along said right of way curve having a radius of 230.00 feet through a central angle of 11 degrees 31 minutes 23 seconds for an arc distance of 46.26 feet (the chord of said arc being North 08 degrees 01 minutes 16 seconds West 46.18 feet to the POINT OF BEGINNING, containing 1547 square feet, more or less.

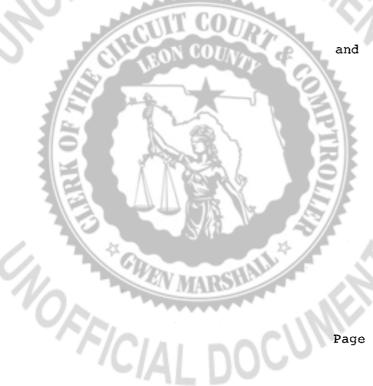


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Legal Description – Sign and Landscape Easement No. 2 – Pointe North

A tract of land lying in Section 7, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 4791.53 feet, thence South 1331.32 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), said point lying on a curve concave to the Northerly, thence Westerly along said right of way curve with a radius of 370.00 feet, through a central angel of 09 degrees 10 minutes 20 seconds, for an arc distance of 59.23 feet (the chord of said arc being North 88 degrees 37 minutes 11 seconds West 59.17 feet), thence leaving said Northerly right of way boundary run South 05 degrees 57 minutes 59 seconds West 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence North 84 degrees 02 minutes 01 seconds West along said right of way boundary 59.71 feet to the POINT OF BEGINNING of said easement; From said POINT OF BEGINNING continue along said right of way boundary North 84 degrees 02 minutes 01 seconds West 30.71 feet to the Easterly right of way boundary of a 60 feet wide Private Roadway Easement "F" and a point of curve concave to the Northeasterly, thence leaving said Southerly right of way boundary of said Proctor Road run along said right of way curve having a radius of 170.00 feet through a central angle of 08 degrees 35 minutes 15 seconds for an arc distance of 25.48 feet (the chord of said arc being South 09 degrees 29 minutes 19 seconds East 25.46 feet) to the end of said curve, thence along said right of way boundary run South 13 degrees 46 minutes 58 seconds East 27.06 feet, thence leaving said right of way boundary run South 84 degrees 02 minutes 01 seconds East 31.87 feet, thence run North 13 degrees 46 minutes 58 seconds West 37.83 feet to a point of curvature of a curve concave to the Northeasterly, thence along said curve having a radius of 140.00 feet through a central angle of 06 degrees 09 minutes 14 seconds for an arc distance of 15.04 feet (the chord of said arc being North 10 degrees 42 minutes 20 seconds West 15.03 feet) to the POINT OF BEGINNING, containing 1581 square feet, more or less.

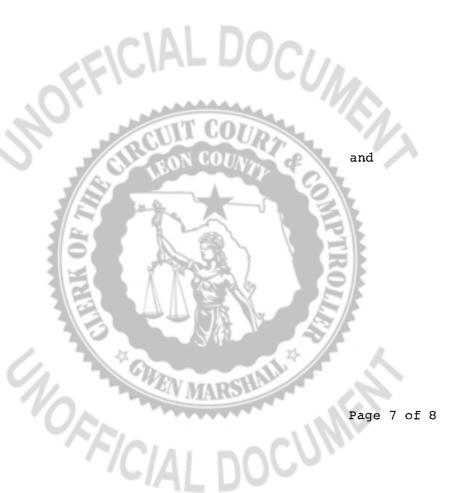


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Legal Description – Sign and Landscape Easement No. 3 – Pointe North

A tract of land lying in Section 8, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 6531.53 feet, thence South 1236.44 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence along said right of way boundary run South 84 degrees 10 minutes 05 seconds West 330.78 feet, thence leaving said Northerly right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 189.97 feet to the POINT OF BEGINNING of said easement; From said POINT OF BEGINNING continue along said right of way boundary North 84 degrees 10 minutes 05 seconds East 30.59 feet to a point of curve concave to the Northwesterly on the Easterly right of way boundary of a 60 feet wide Private Roadway Easement "G", thence leaving said Southerly right of way boundary of said Proctor Road run along said right of way curve having a radius of 170.00 feet through a central angle of 17 degrees 54 minutes 49 seconds for an arc distance of 53.15 feet (the chord of said arc being South 13 degrees 20 minutes 10 seconds West 52.93 feet), thence leaving said right of way boundary run South 84 degrees 10 minutes 05 seconds West 35.13 feet to a point of curvature of a non-tangent curve concave to the Northwesterly, thence along said curve having a radius of 140.00 feet through a central angle of 22 degrees 29 minutes 14 seconds for an arc distance of 54.95 feet (the chord of said arc being North 17 degrees 50 minutes 35 seconds West 54.59 feet to the POINT OF BEGINNING, containing 1618 square feet, more or less.

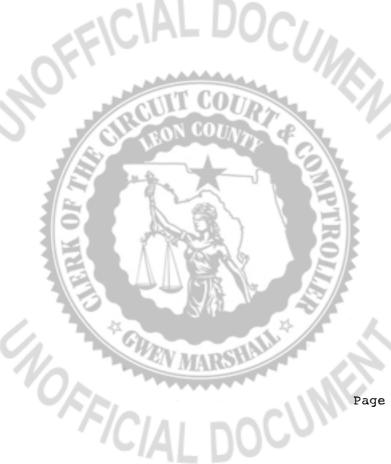


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Legal Description – Sign and Landscape Easement No. 4 – Pointe North

A tract of land lying in Section 8, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 6531.53 feet, thence South 1236.44 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence along said right of way boundary run South 84 degrees 10 minutes 05 seconds West 330.78 feet, thence leaving said Northerly right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 281.27 feet to a point on the Easterly right of way boundary of a 60 feet wide Private Roadway Easement "G" and the POINT OF BEGINNING of said easement; From said POINT OF BEGINNING continue along said Southerly right of way boundary of said Proctor Road North 84 degrees 10 minutes 05 seconds East 30.23 feet to a point of curvature of a non-tangent curve concave to the Northwesterly, thence leaving said Southerly right of way boundary of said Proctor Road run along said curve having a radius of 260.00 feet through a central angle of 11 degrees 17 minutes 45 seconds for an arc distance of 51.26 feet (the chord of said arc being South 06 degrees 28 minutes 20 seconds West 51.18 feet), thence run South 84 degrees 10 minutes 05 seconds West 31.75 feet to a point on a curve concave to the Northwesterly on the Easterly right of way boundary of a 60 feet wide Private Roadway Easement "G", thence along said right of way curve having a radius of 230.00 feet through a central angle of 12 degrees 51 minutes 42 seconds for an arc distance of 51.63 feet (the chord of said arc being North 08 degrees 07 minutes 41 seconds East 51.52 feet to the POINT OF BEGINNING, containing 1543 square feet, more or less.



# **JOINDER**

The undersigned, as the owner and holder of that Mortgage recorded in Official Records Book 3095, Page 1355, Public Records of Leon County, Florida, encumbering the property described in the foregoing Declaration of Covenants, Conditions and Restrictions for Pointe North (the "Declaration"), hereby joins in the execution of the Declaration to which this joinder is attached and consents to the Declaration.

WITNESSES:

Tallahassee State Bank

By: Sharon Weeden

Its: Executive Vice President

(Corporate Seal)

Muron

Print or type name

Charlene M. Sciame

Print or type name

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of 2004, by Sharon Weeden, as Executive Vice President of Tallahassee State Bank, on behalf of the bank. He or she (check box if personally known) is personally known to me or (check box, if not personally known, and fill in identification produced) has produced as identification.

Signature Scione

Print or type name.

**NOTARY PUBLIC** 

My commission #

expires:

Charlene M. Sciame
MY COMMISSION # DD037535 EXPIRES
September 4, 2005
SONDED THRU TROY FAIN INSURANCE, INC.

