

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 1847812 OR BOOK 1333 PAGE 1940  
Recorded: 10/09/00 08:56

This instrument was prepared by:  
W. Lee Dobbins, III, Esquire  
Dean, Mead, Minton & Klein  
1903 So. 25th Street, Suite 200  
Fort Pierce, Florida 34954  
(561) 464-7700  
*Return to: Box 47*

**DEDICATION OF EASEMENTS**

WHEREAS, HYMAN B. HENDLER and ALVIN D. SCHWARTZ, not individually, but solely as co-trustees under the provisions of an unrecorded trust agreement known as the RESTATED AND AMENDED REVOCABLE LAND TRUST AGREEMENT FOR HHHP ASSOCIATES, dated the 2<sup>nd</sup> day of January, 1995, as the same may, from time to time be amended ("HHHP Associates") own in fee simple title that certain real property located in St. Lucie County, Florida, more specifically described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, HYMAN B. HENDLER and ALVIN D. SCHWARTZ, not individually, but solely as co-trustees under the provisions of an unrecorded trust agreement known as the RESTATED AND AMENDED REVOCABLE LAND TRUST AGREEMENT FOR HHHP PROPERTIES, dated the 2<sup>nd</sup> day of January, 1995, as the same may, from time to time be amended ("HHHP Properties") own in fee simple title that certain real property located in St. Lucie County, Florida, more specifically described in Exhibit "B", attached hereto and made a part hereof; and

WHEREAS, TJH, LTD., a Florida limited partnership ("TJH"), owns in fee simple title that certain real property located in St. Lucie County, Florida, more specifically described in Exhibit "C", attached hereto and made a part hereof; and

WHEREAS, the real property described in Exhibit "A", Exhibit "B" and Exhibit "C" shall hereinafter be collectively referred to as the "Property"; and

WHEREAS, TJH II, LTD., a Florida limited partnership ("TJH II"), leases from HHHP Associates that certain real property located in St. Lucie County, Florida, more specifically described in Exhibit "D", attached hereto and made a part hereof (the real property described in Exhibit "D" is a portion of the real property in described in Exhibit "A"); and

WHEREAS, TJH II leases from HHHP Properties that certain real property more specifically described in Exhibit "E", attached hereto and made a part hereof (the real property described in Exhibit "E" is a portion of the real property described in Exhibit "B"); and

WHEREAS, there exists on the Property a dirt road (the "Dirt Road") which runs along the southeast and east boundaries of the Property as more specifically depicted in Exhibit "F", attached hereto and made a part hereof; and

\* Doc Assump: \$ 0.00  
\* Doc Tax : \$ 0.70  
\* Int Tax : \$ 0.00

**COPY**

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**WHEREAS**, the Dirt Road provides access to and from the real property owned by HHHP Associates, more specifically described in **Exhibit "G"**, attached hereto and made a part hereof (the "Eleven-Acre Parcel"); and

**WHEREAS**, that certain Warranty Deed dated the 28<sup>th</sup> day of July, 2000, recorded in Official Records Book 1324, Page 936 (the "Warranty Deed"), and that certain Short Form Lease dated the 28<sup>th</sup> day of July, 2000, recorded in Official Records Book 1324, Page 984 (the "Short Form Lease"), both of the Public Records of St. Lucie County, Florida, establish an access and utility easement over certain portions of the east sixty (60) feet of the Property, as more specifically depicted in **Exhibit "H-1"**, attached hereto and made a part hereof and certain maintenance obligations with respect thereto; and

**WHEREAS**, HHHP Associates and HHHP Properties also desire to establish access and utility easements over that portion of the east sixty (60) feet of the Property more specifically depicted in **Exhibit "H-2"**, attached hereto and made a part hereof, and certain maintenance obligations with respect thereto (the portions of the Property on which the sixty (60) foot easements depicted in **Exhibit "H-1"** and **Exhibit "H-2"** are located shall hereinafter be collectively referred to as the "Southern Access Easement Area"); and

**WHEREAS**, pursuant to the Warranty Deed certain easements were also created over the Dirt Road where the Dirt Road departs from the Southern Access Easement Area as depicted in **Exhibit "G"**, and certain maintenance obligations were created with respect thereto; and

**WHEREAS**, HHHP Associates, HHHP Properties, TJH and TJH II (the "Declarants") desire to rededicate, restate and clarify the easement rights granted, and the maintenance and other obligations created, by the Warranty Deed and the Short Form Lease and establish (i) easements for pedestrian and vehicular ingress and egress and for utilities to benefit all of the Property, (ii) easements for billboards to benefit HHHP Associates, and their sublessors and assigns, and (iii) certain maintenance and other obligations with respect to such easements, as more specifically set forth in this Dedication of Easements ("Dedication").

**WHEREAS**, TJH also desires to establish ingress, egress and utility easements over the north eighty (80) feet of that portion of the Property located in Section 25, Township 35 South, Range 39 East of St. Lucie County, Florida, as more specifically depicted in **Exhibit "I"**, attached hereto and made a part hereof (the "Northern Access Easement Area"); and

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarants hereby agree as follows:

1. **Recitals.** The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.

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2. Access Easements. There are hereby declared, created and reserved for the benefit of the Property, and as an appurtenance thereto, perpetual, non-exclusive easements for (a) ingress and egress, and (b) the installation, operation, maintenance, repair and replacement of water, sewer, electrical, telecommunications and other utility equipment, in on, over and under (i) the Southern Access Easement Area (the "Southern Access Easement") (ii) the Dirt Road, where the Dirt Road departs from the Southern Access Easement Area (the "Road Easement"), and (iii) the Northern Access Easement Area (the "Northern Access Easement"). (The Southern Access Easement, the Road Easement and the Northern Access Easement shall hereinafter be collectively referred to as the "Access Easements" and the real property on which the Access Easements are located shall hereinafter be collectively referred to as the "Access Easement Parcels".) No person or entity owning any portion of the Access Easement Parcels shall use same in such a way as to impair the rights of other persons or entities having ownership or easement rights therein, thereon or thereunder, nor shall any such person or entity obstruct passage over or upon any portion of the Access Easements. Neither Declarants, nor their successors-in-title with respect to the Access Easement Parcels, shall have any liability or responsibility to the owner or owners of any part of the Property, or any agent, employee, independent contractor or invitee of, or any person or entity doing business with, the owner or owners of any part of the Property, who may utilize the Access Easements for ingress, egress or otherwise, except as otherwise specifically set forth herein.

3. Maintenance of Dirt Road. TJH and TJH II and/or their successors or assigns shall, at their sole cost and expense, construct, if necessary, and maintain roads over the Access Easement Parcels running from County Road 712 to the Eleven-Acre Parcel, and running, from the Eleven-Acre Parcel to the north boundary of the Property. Such maintenance shall include, but not be limited to, grading, maintaining, repairing and/or improving such roads as may be necessary for the exercise of the easement rights set forth hereinabove. All obligations and liabilities of TJH and TJH II arising pursuant to this Declaration of Easements shall be joint and several. HHHP Associates, HHHP Properties, and their successors-in-title with respect to the Access Easement Parcels shall have no obligation to grade, maintain, repair or improve the roadways now or hereafter existing upon any portion of the Access Easement Parcels.

4. Billboard Easement. There are hereby declared, created and reserved for the benefit of HHHP Associates, and its successors and assigns, lessees, beneficiaries, agents, contractors and invitees, non-exclusive and perpetual easements over and across the Southern Access Easement Area for the maintenance, repair and replacement of billboards, and for ingress and egress to and from the billboards, to and from a public road. HHHP Associates, and its successors and assigns, lessees, beneficiaries, agents, contractors, and invitees shall continue to receive all rent or other income from such billboards and shall have the right to renew or enter into new billboard leases for the existing billboard structures. No person or entity owning any portion of the real property on which the Southern Access Easement is located shall (i) use same in such way as to impair the easement rights set forth herein or (ii) charge HHHP Associates or its successors and assigns, lessees, beneficiaries, agents, contractors or invitees, any fee, cost or other sum for the exercise of its rights hereunder.

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5. Insurance.

(a) TJH and TJH II, and/or their successors or assigns, shall maintain at their sole cost and expense, a policy of public liability insurance or other coverage satisfactory to HHHP Associates and HHHP Properties protecting all parties owning all or any part of the Access Easement Parcels against claims for personal injury, bodily injury, death or property damage on or in the Access Easement Parcels. Such policies of insurance shall have limits of not less than Three Million Dollars (\$3,000,000.00) for bodily injury or death to one person, Five Million Dollars (\$5,000,000.00) for bodily injury or death to more than one person, and One Million Dollars (\$1,000,000.00) for property damage. The minimum policy limits referred to above shall be reviewed from time to time as inflation and prudent business circumstances require, by HHHP Associates and HHHP Properties and/or their successors or assigns owning any part of the Access Easement Parcels.

(b) All insurance provided for in this Paragraph 5 shall (i) be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Florida, and which are acceptable to HHHP Associates and HHHP Properties, and/or their successors or assigns owning any part of the Access Easement Parcels, (ii) name such parties as insured and (iii) only be cancelable after thirty (30) days written notice to all such parties. TJH or TJH II shall upon request by HHHP Associates or HHHP Properties, or any of their successors or assigns owning any part of the Access Easement Parcels, deliver to such party certificates of insurance for all insurance required hereunder showing such party as an insured.

6. Covenants Running With the Land. This Dedication, and each of the easements established and created hereby, are hereby declared to be, and shall hereafter continue as, covenants running with the title to the Property. Such easements shall benefit and be appurtenant to the Property and shall be binding upon and burden the Access Easement Parcels. Accordingly, the Property shall hereafter be owned, held, transferred, sold, conveyed, demised, devised, assigned, leased, mortgaged, occupied, used and enjoyed subject to the benefits and burdens, as the case may be, of the easements established and created hereby. Following the recordation of this Dedication, each person or entity who or which shall acquire any right, title, interest, claim or lien in, to, or upon any portion of the Property shall be deemed in all respects to have acquired such right, title, interest, claim or lien subject to the benefits and burdens of the easements established and created hereby to the same extent as if (i) such person or entity had agreed and consented to such easements by its joinder in this Dedication, or (ii) such easements had been specifically agreed and consented to in the instrument or instruments pursuant to which such right, title, interest, claim or lien was acquired, created, imposed or granted.

7. Governing Law: Venue: Waiver of Jury Trial. This Dedication and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising under the terms of this Dedication shall lie exclusively in the circuit court of St. Lucie County, Florida and the parties

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hereto do hereby waive any other jurisdiction or venue. The parties also hereby expressly waive all rights to trial by jury.

8. **Construction.** The provisions of this Dedication shall be liberally construed so as to effectuate and carry out the objectives and purposes specified in this Dedication. If any provision of this Dedication is held to be invalid, the remainder of this Dedication shall not be affected thereby.

9. **Paragraph Headings.** Section or paragraph headings contained in the Dedication are for convenience and reference only and in no way define, describe, expand or limit the intent, scope or content of the particular paragraphs or sections in which they are contained or to which they refer and, accordingly, the same shall not be considered or referred to in resolving questions of interpretation or construction.

10. **Singular and Plural Usages.** Whenever the context of this Dedication admits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

11. **Attorneys' Fees and Costs.** In connection with any administrative, arbitration or judicial proceedings (including appellate and bankruptcy proceedings) arising out of or predicated upon this Dedication, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, whether such proceedings arise before or after the entry of a final judgment.

12. **Termination.** The easements, restrictions and covenants set forth in this Dedication, relating to access only, shall automatically terminate without the recordation of any further instruments, when every part of the Property is benefitted by dedicated access to a public road, other than the access dedicated by this Dedication. The foregoing notwithstanding, the provisions of this paragraph 12 shall not apply to easements relating to billboards as set forth in paragraph 4 hereof.

13. **Counterparts.** This Dedication may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Dedication, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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IN WITNESS WHEREOF, the Declarant has caused this Dedication to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

**WITNESSES:**

Jessica L. Hekland  
Print Name: Jessica L. Hekland

Tracey A. Spurr  
Print Name: Tracey A. Spurr

Jessica L. Hekland  
Print Name: Jessica L. Hekland

Tracey A. Spurr  
Print Name: Tracey A. Spurr

Jessica L. Hekland  
Print Name: Jessica L. Hekland

Tracey A. Spurr  
Print Name: Tracey A. Spurr

Jessica L. Hekland  
Print Name: Jessica L. Hekland

Tracey A. Spurr  
Print Name: Tracey A. Spurr

**DECLARANTS:**

**HHHP ASSOCIATES:**

By: H. B. Hendler  
HYMAN B. HENDLER, not individually, but solely as co-trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust Agreement for HHHP Associates, dated the 2<sup>nd</sup> day of January, 1995

By: Alvin D. Schwartz  
ALVIN D. SCHWARTZ, not individually, but solely as co-trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust Agreement for HHHP Associates, dated the 2<sup>nd</sup> day of January, 1995

**HHHP PROPERTIES:**

By: H. B. Hendler  
HYMAN B. HENDLER, not individually, but solely as co-trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust Agreement for HHHP Properties, dated the 2<sup>nd</sup> day of January, 1995

By: Alvin D. Schwartz  
ALVIN D. SCHWARTZ, not individually, but solely as co-trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust Agreement for HHHP Properties, dated the 2<sup>nd</sup> day of January, 1995

FL DL H534-522-09-346-0  
FL DL 0632-004-11-424-0

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TJH:

TJH, LTD., a Florida limited partnership

BY: TJH, INC., a Florida corporation, its General Partner

BY:

James W. Hall, President

[CORPORATE SEAL]

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

TJH II:

TJH II, LTD., a Florida limited partnership

BY: TJH, INC., a Florida corporation, its General Partner

BY:

James W. Hall, President

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2000, by HYMAN B. HENDLER, not individually, but solely as co-trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust Agreement for HHHP Associates, dated the 2<sup>nd</sup> day of January, 1995. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification,  produced other identification, to wit \_\_\_\_\_.

Print Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

COPY

OR BOOK 1333-PAGE 1947

TJH:

TJH, LTD., a Florida limited partnership

BY: TJH, INC., a Florida corporation, its General Partner

BY: \_\_\_\_\_  
James W. Hall, President

[CORPORATE SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

TJH:

TJH II, LTD., a Florida limited partnership

BY: TJH, INC., a Florida corporation, its General Partner

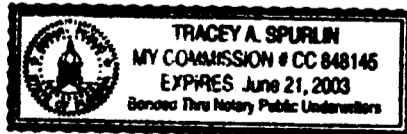
BY: \_\_\_\_\_  
James W. Hall, President

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 7 day of September 2000, by HYMAN B. HENDLER, not individually, but solely as co-trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust Agreement for HHP Associates, dated the 2<sup>nd</sup> day of January, 1995. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification,  produced other identification, to wit \_\_\_\_\_.

Tracey Spurlin  
Print Name: Tracey Spurlin  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 7 day of Sept., 2000, by ALVIN D. SCHWARTZ, not individually, but solely as co-trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust Agreement for HHP Associates, dated the 2<sup>nd</sup> day of January, 1995. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification,  produced other identification, to wit \_\_\_\_\_.

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Tracey A Spurlin  
Print Name: Tracey A Spurlin  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

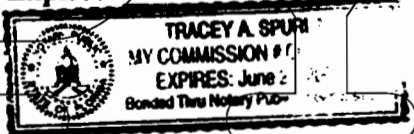


STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 7 day of Sept., 2000, by HYMAN B. HENDLER, not individually, but solely as co-trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust Agreement for HHP Properties, dated the 2<sup>nd</sup> day of January, 1995. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification,  produced other identification, to wit \_\_\_\_\_.

COPY

Tracey A Spurlin  
Print Name: Tracey A Spurlin  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



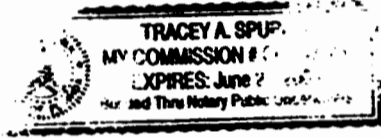
STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 7 day of Sept., 2000, by ALVIN D. SCHWARTZ, not individually, but solely as co-trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust Agreement for HHP Properties, dated the 2<sup>nd</sup> day of January, 1995. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification,  produced other identification, to wit \_\_\_\_\_.

COPY

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Tracey A Spurr  
Print Name: Tracey A Spurr  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2000, by JAMES W. HALL, as President of TJH, INC., a Florida corporation, General Partner of TJH, LTD., a Florida limited partnership. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification,  produced other identification, to wit \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2000, by JAMES W. HALL, as President of TJH, INC., a Florida corporation, General Partner of TJH II, LTD, a Florida limited partnership. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification,  produced other identification, to wit \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

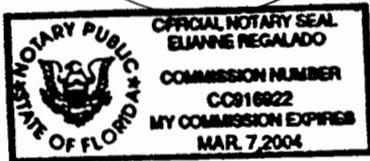
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Print Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Miami-Dade

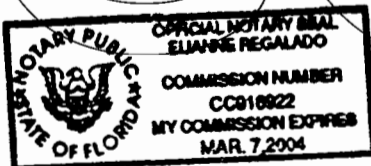
The foregoing instrument was acknowledged before me this 3 day of December 2000, by JAMES W. HALL, as President of TJH, INC., a Florida corporation, General Partner of TJH, LTD., a Florida limited partnership. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification,  produced other identification, to wit \_\_\_\_\_



Elvaine Regalado  
Print Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 3 day of December 2000, by JAMES W. HALL, as President of TJH, INC., a Florida corporation, General Partner of TJH II, LTD, a Florida limited partnership. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification,  produced other identification, to wit \_\_\_\_\_



Elvaine Regalado  
Print Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**COPY**

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EXHIBIT "A"

That portion of the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Westerly of the Sunshine State Parkway, LESS AND EXCEPT right-of-way for North St. Lucie River Water Control District Canal No. 96.

TOGETHER WITH;

That portion of the Northwest 1/4 of Section 36, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Westerly of State Road No. 9 (Interstate 95) and Westerly of the Sunshine State Parkway, LESS AND EXCEPT right-of-way for North St. Lucie River Water Control District Canal No. 96.

TOGETHER WITH;

That portion of the Northeast 1/4 of Section 35, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Westerly of State Road No. 9 (Interstate 95), LESS AND EXCEPT right-of-way for North St. Lucie River Water Control District Canals No. 96 and 101.

TOGETHER WITH;

That portion of the South 1/2 of Section 35, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Westerly of State Road No. 9 (Interstate 95), LESS AND EXCEPT right-of-way for North St. Lucie River Water Control District Canals No. 101 and 102.

TOGETHER WITH;

The Southeast 1/4 of Section 34, Township 35 South, Range 39 East, St. Lucie County, Florida, LESS AND EXCEPT the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 34 and LESS AND EXCEPT right-of-way for North St. Lucie River Water Control District Canal No. 93.

TOGETHER WITH;

That portion of the Northeast 1/4 of Section 3, Township 36 South, Range 39 East, St. Lucie County, Florida, lying Northerly of County Road 712 (Midway Road) and lying Northerly of Access Road No. 1 as shown in Plat Book 24, Pages 4J and 4K of the Public Records of St. Lucie County, Florida, LESS the Easterly 785.43 feet of said Northeast 1/4 and LESS AND EXCEPT right-of-way for North St. Lucie River Water Control District Canal No. 93.

**COPY**

**EXHIBIT "B"**

That portion of the East 785.43 feet of the Northeast 1/4 of Section 3, Township 36 South, Range 39 East, St. Lucie County, Florida, lying North of County Road 712 (Midway Road) and lying North of Access Road No. 1 as shown in Plat Book 24, Pages 4J and 4K of the Public Records of St. Lucie County, Florida.

**TOGETHER WITH;**

That portion of the Northwest 1/4 of Section 2, Township 36 South, Range 39 East, St. Lucie County, Florida, LESS the East 30 feet thereof, and LESS the West 1/2 of the West 1/2 of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 2 thereof, lying Northwesterly of State Road No. 9 (Interstate 95) and lying Northwesterly of Access Road No. 1 as shown in Plat Book 24, Pages 4J and 4K of the Public Records of St. Lucie County, Florida, LESS AND EXCEPT right-of-way for North St. Lucie River Water Control District Canal No. 102.

**COPY**

**COPY**

COPY

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**EXHIBIT "C"**  
**Legal Description**

**PARCEL 3: That part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 35 South, Range 39 East, lying Westerly of the Sunshine State parkway, less and excepting right of way for North St. Lucie River Water Control District Canal No. 96;**

**ALSO LESS the following described Parcel:**

**Commence at the Southwest corner of said Section 25, Township 35 South, Range 39 East; thence North 89°45'07" East, along the South line of said Section 25, a distance of 824.95 feet to the Point of Beginning of the following described Parcel: thence continue North 89°45'07" East, along said South line of Section 25, a distance of 471.97 feet to the Westerly right of way line of the Sunshine State Parkway; thence North 23°41'09" West along said Westerly right of way line, a distance of 1165.23 feet; thence South 00°12'26" West a distance of 1069.13 feet to the Point of Beginning.**

**PARCEL 4: That part of the Northwest 1/4 of Section 36, Township 35 South, Range 39 East, lying Westerly of the Sunshine State Parkway and Northwesterly of State Road No.9 (Interstate Highway No.95). Less and excepting right of way for North St. Lucie River Water Control District Canal No.96;**

**ALSO LESS the following described Parcel:**

**Commence at the Northwest corner of said Section 36, Township 35 South, Range 39 East; thence North 89°45'07" East, along the North line of said Section 36, a distance of 824.95 feet to the Point of Beginning of the following described parcel; thence continue North 89°45'07" East along said North line of said Section 36, a distance of 471.97 feet to the Westerly right of way line of the Sunshine State Parkway; thence South 23°41'09" East, along said Westerly right of way line a distance of 170.06 feet to the Northerly right of way line of State Road No.9 (Interstate Highway No.95); thence South 42°14'14" West along said Northerly right of way line a distance of 741.23 feet; thence North 47°45'46" West a distance of 60.00 feet; thence North 00°12'26" East a distance of 662.15 feet to the Point of Beginning.**

**PARCEL 5: Being that part of the Northeast 1/4 of Section 35, Township 35 South, Range 39 East, lying Northwesterly of State Road No.9 (Interstate Highway No.95). Less and excepting right of way for North St. Lucie River Water Control District Canals No.96 and 101.**

**COPY**

OR BOOK 1333 PAGE 1954

**PARCEL 7: Being the South 1/2 of Section 35, Township 35 South, Range 39 East, lying Northwesternly of State Road No.9 (Interstate Highway No.95); LESS the following described Parcels "A" and "B";**

**PARCEL A: Being the North 1706.00 feet of the South 1748.50 feet of the East 900.00 feet of the Southwest one-quarter of said Section 35.**

**PARCEL B: Being that portion of the Southeast one-quarter of said Section 35, lying Westerly of State Road No.9 (Interstate 95) and Southerly of the Easterly prolongation of the North line of the afore-described Parcel "A"; less the South 42.50 feet thereof.**

**TOGETHER WITH the following described parcel:**

**Being the Southeast 1/4 of Section 34, Township 35 South, Range 39 East, LESS AND EXCEPTING the West 1/2 of the Northwest 1/4 of the Southeast one-quarter of said Section 34.**

**All less and excepting the right of ways for North St. Lucie Water Control District and lying and being in St Lucie County, Florida.**

**COPY**

COPY

OR BOOK 1333 PAGE 1955

**EXHIBIT "D"**

**THAT PORTION OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING NORTHERLY OF COUNTY ROAD 712 (MIDWAY ROAD) AND LYING NORTHERLY OF ACCESS ROAD NO. 1 AS SHOWN IN PLAT BOOK 24, PAGES 4J AND 4K OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS THE EASTERLY 785.43 FEET OF SAID NORTHEAST ¼ AND LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 93.**

COPY

F:\DATA\RNK\HHHP\Exhibit A to Lease.wpd

COPY

**COPY**

OR BOOK 1333 PAGE 1956

**EXHIBIT "E"**

THAT PORTION OF THE EAST 785.43 FEET OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING NORTH OF COUNTY ROAD 712 (MIDWAY ROAD) AND LYING NORTH OF ACCESS ROAD NO. 1 AS SHOWN IN PLAT BOOK 24 AT PAGES 4J AND 4K OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TOGETHER WITH:

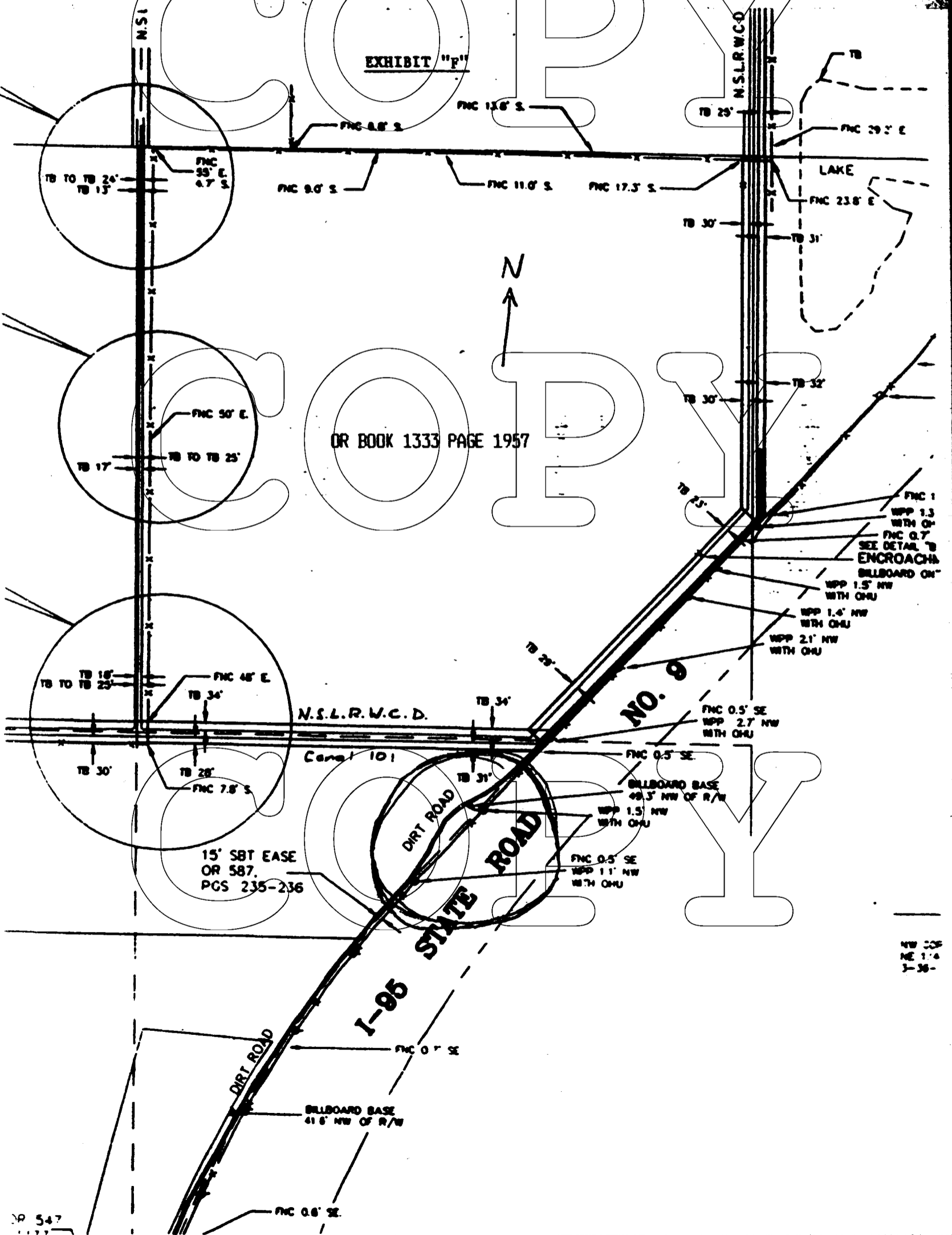
THAT PORTION OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LESS THE EAST 30 FEET THEREOF, AND LESS THE WEST  $\frac{1}{2}$  OF THE WEST  $\frac{1}{2}$  OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 2 THEREOF, LYING NORTHWESTERLY OF STATE ROAD NO. 9 (INTERSTATE 95) AND LYING NORTHWESTERLY OF ACCESS ROAD NO. 1 AS SHOWN IN PLAT BOOK 24, PAGES 4J AND 4K OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 102.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95; LESS AND EXCEPT THE WEST 500 FEET OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$ ; AND, LESS AND EXCEPT THE RIGHT-OF-WAY FOR THE NORTH ST. LUCIE WATER CONTROL DISTRICT CANAL NO. 102; AND, LESS AND EXCEPT ANY PORTION OF THE EAST 30 FEET OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$ ; SAID PARCEL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

COPY

EXHIBIT "F"



OR BOOK 1333 PAGE 1957

No. 9

NS  
NE  
NW  
SW

COPY

OR BOOK 1333 PAGE 1958

EXHIBIT "G"

LEGAL DESCRIPTION

COPY

Being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 35 South, Range 39 East, lying Westerly of the Sunshine State Parkway, and being more particularly described as follows:

Commence at the Southwest corner of said Section 25, Township 35 South, Range 39 East; thence N 89°45'07" E, along the south line of said Section 25, a distance of 824.95 feet to the POINT OF BEGINNING of the following described Parcel:

Thence continue N 89°45'07" E, along said south line of Section 25, a distance of 471.97 feet to the westerly right-of-way line of the Sunshine State Parkway; thence N 23°41'09" W, along said westerly right-of-way line, a distance of 1165.23 feet; thence S00°12'26" W a distance of 1069.13 feet to the POINT OF BEGINNING.

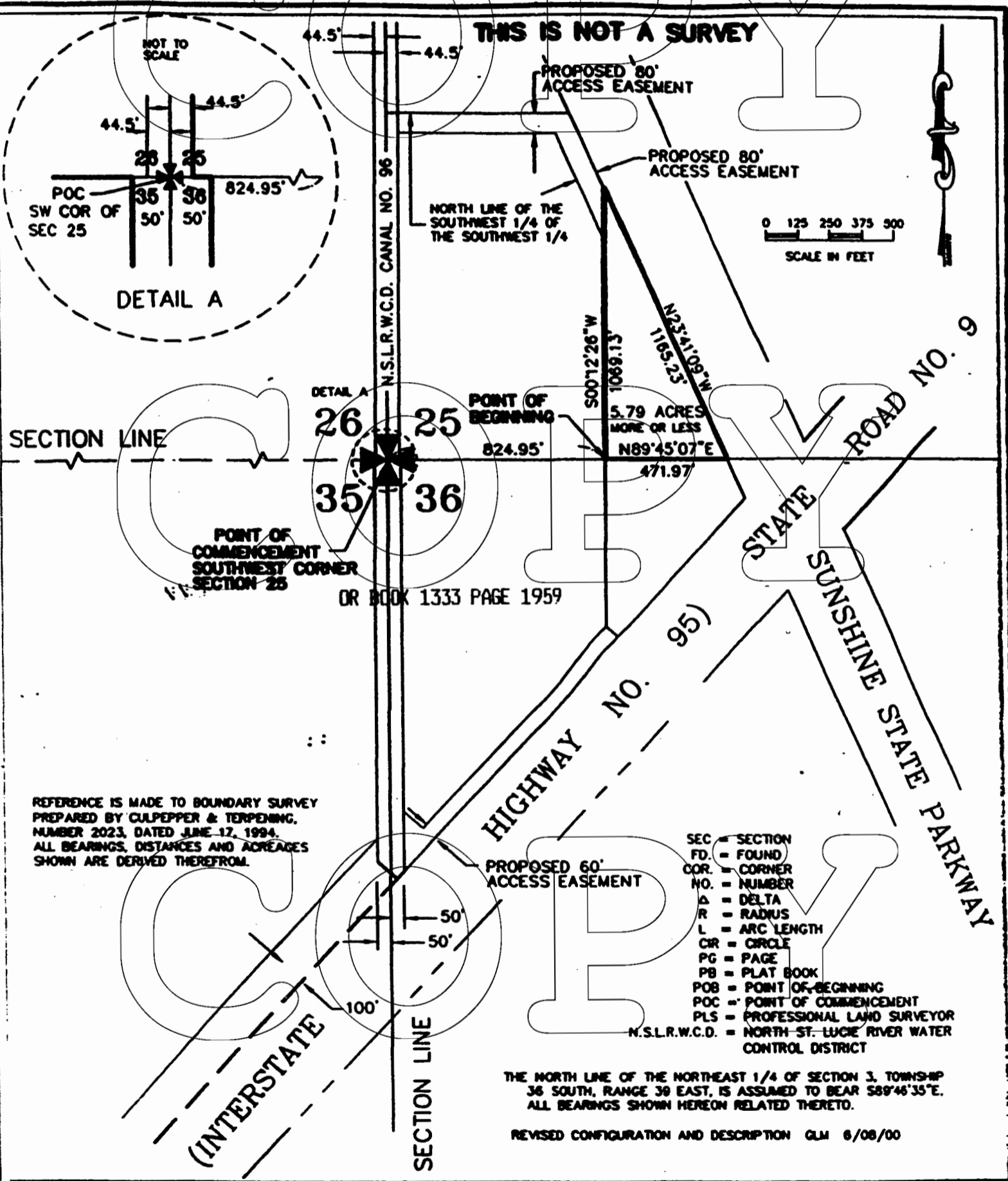
Containing 5.79 acres, more or less.

COPY

I HEREBY CERTIFY THAT THIS DESCRIPTION AND ACCOMPANYING SKETCH COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTE 472.027.  
DATE: 6/10/2000 BY: Richard C. Laventure RICHARD C. LAVENTURE, P.L.S. 5209.

|  |   |   |
|--|---|---|
| <p><b>SKETCH OF DESCRIPTION</b><br/>of<br/><b>Parcel "1"</b><br/>Prepared For<br/><b>HHP ASSOCIATES/PROPERTIES</b></p> | <p><u>EXHIBIT "G"</u><br/>PAGE 1 OF 4</p> | <p><b>G</b> <b>GULPEPPER</b><br/><b>TEMPERANCE</b><br/>CONSULTING ENGINEERS<br/>&amp;<br/>LAND SURVEYORS<br/>2880 SOUTH 29th STREET<br/>FORT PIERCE, FLORIDA 34982<br/>(407) 464-3537</p> |
|--|---|---|

**THIS IS NOT A SURVEY**



REFERENCE IS MADE TO BOUNDARY SURVEY  
 PREPARED BY CULPEPPER & TERPENING,  
 NUMBER 2023, DATED JUNE 17, 1994.  
 ALL BEARINGS, DISTANCES AND ACREAGES  
 SHOWN ARE DERIVED THEREFROM.

- SEC = SECTION
- FD. = FOUND
- COR. = CORNER
- NO. = NUMBER
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- CR = CIRCLE
- PG = PAGE
- PB = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR
- N.S.L.R.W.C.D. = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IS ASSUMED TO BEAR  $S89^{\circ}46'35''E$ . ALL BEARINGS SHOWN HEREON RELATED THERETO.

REVISED CONFIGURATION AND DESCRIPTION GLM 6/08/00

**SKETCH OF DESCRIPTION**  
 of  
**Parcel "1"**  
 Prepared For  
**HHHP ASSOCIATES/PROPERTIES**

File: 2023ek.dwg  
 Date: 05-30-00  
 EXHIBIT "G"  
 PAGE 2 OF 4



CONSULTING ENGINEERS  
 &  
 LAND SURVEYORS  
 2980 SOUTH 25th STREET  
 FORT PIERCE, FLORIDA 34982  
 (888) 464-3537

COPY

OR BOOK 1333 PAGE 1960

LEGAL DESCRIPTION

COPY

Being a portion of the Northwest 1/4 of Section 36, Township 35 South, Range 39 East, lying Westerly of the Sunshine State Parkway and Northwesterly of State Road No. 9 (Interstate Highway No. 95), and being more particularly described as follows:

Commence at the Northwest corner of said Section 36, Township 35 South, Range 39 East; thence N 89°45'07" E, along the north line of said Section 36, a distance of 824.95 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 89°45'07" E, along said north line of said Section 36, a distance of 471.97 feet to the westerly right-of-way line of the Sunshine State Parkway; thence S 23°41'09" E, along said westerly right-of-way line a distance of 170.06 feet to the Northerly right-of-way line of State Road No. 9 (Interstate Highway No. 95); thence S 42°14'14" W along said northerly right-of-way line a distance of 741.24 feet; thence N 47°45'46" W a distance of 60.00 feet; thence N 00°12'26" E a distance of 662.15 feet to the POINT OF BEGINNING.

Containing 5.47 acres, more or less.

COPY

I HEREBY CERTIFY THAT THIS DESCRIPTION AND ACCOMPANYING SKETCH COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTE 472.027.  
DATE: 6/1/2000 BY: Richard C. Laventure RICHARD C. LAVENTURE, P.L.S. 5209.

**SKETCH OF DESCRIPTION**  
of  
**Parcel "2"**  
Prepared For  
**HHHP ASSOCIATES/PROPERTIES**

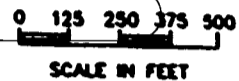
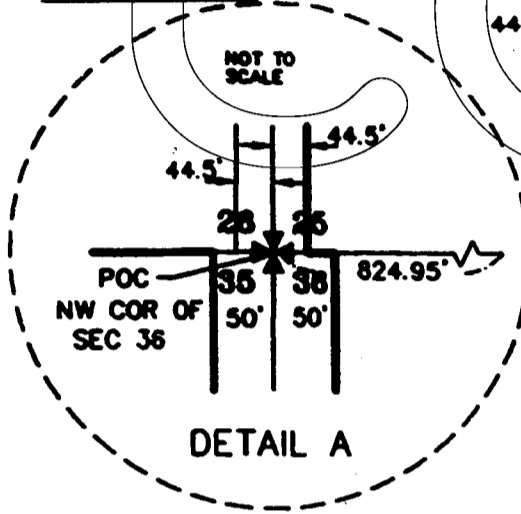
EXHIBIT "G"  
PAGE 3 OF 4

**GT** **CULPEPPER & TERPENNING, INC.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
2990 SOUTH 25th STREET  
FORT PIERCE, FLORIDA 34952  
(407) 464-3537



EXHIBIT "H-1"

THIS IS NOT A SURVEY



SECTION LINE

OR BOOK 1333 PAGE 1962

REFERENCE IS MADE TO BOUNDARY SURVEY  
 PREPARED BY CULPEPPER & TERPENING,  
 NUMBER 2023, DATED JUNE 17, 1994.  
 ALL BEARINGS, DISTANCES AND ACREAGES  
 SHOWN ARE DERIVED THEREFROM.

DETAIL A  
 26  
 25  
 35  
 36

N.S.L.R.W.C.D. CANAL NO. 96

SECTION LINE

POINT OF COMMENCEMENT

POINT OF BEGINNING

824.95'

N89°45'07"E

774.95'

21.36 ACRES  
 MORE OR LESS

N47°45'46"W

60.00'

NOT INCLUDED

S37°39'48"W

200.64'

S00°08'06"W

1626.97'

S42°14'14"W

955.24'

S42°14'14"W

83.45'

PROPOSED 60'  
 ACCESS EASEMENT

50'

50'

100'

PROPOSED 80' ACCESS EASEMENT

PROPOSED 80' ACCESS EASEMENT

SUNSHINE STATE ROAD No. 9

STATE PARKWAY

HIGHWAY NO. 95

(INTERSTATE)

- SEC = SECTION
- FD. = FOUND
- COR. = CORNER
- NO. = NUMBER
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- CR = CIRCLE
- PG = PAGE
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- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR
- N.S.L.R.W.C.D. = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP  
 36 SOUTH, RANGE 39 EAST, IS ASSUMED TO BEAR S89°46'35"E.  
 ALL BEARINGS SHOWN HEREON RELATED THERETO.

SKETCH OF DESCRIPTION

of Parcel "4"

Prepared For

HHP ASSOCIATES/PROPERTIES

File: 2023sk.dwg

Date: 05-31-00

EXHIBIT "H-1"

PAGE 1 OF 4

Tech: GLM



CONSULTING ENGINEERS & LAND SURVEYORS

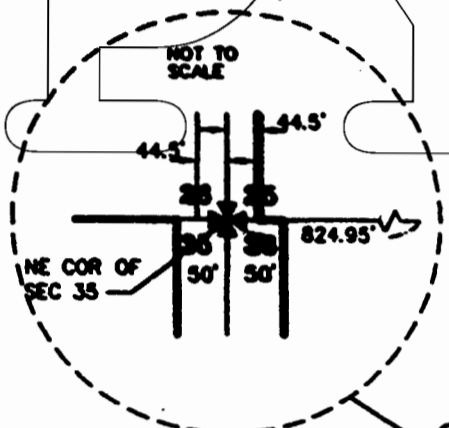
2000 SOUTH 25th STREET  
 FORT PIERCE, FLORIDA 34982  
 (861) 464-3537

COPY

**THIS IS NOT A SURVEY**



0 300 600  
GRAPHIC SCALE IN FEET



N89°44'30"E

2609.96'

26 25

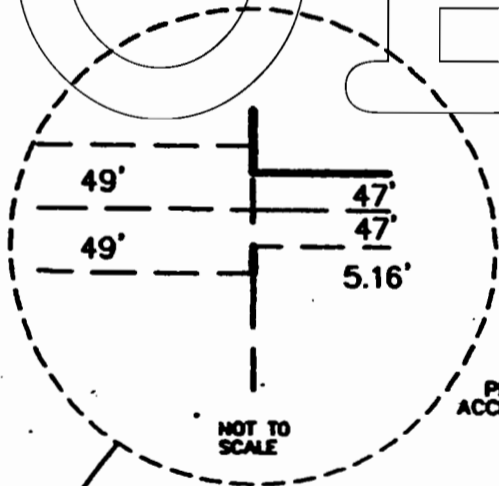
SECTION LINE

35 36

144.64 ACRES  
MORE OR LESS

OR BOOK 1333 PAGE 1963

2580.39'



NOT TO SCALE

PROPOSED 60' ACCESS EASEMENT

PROPOSED 60' ACCESS EASEMENT

CANAL NO. 96  
N.S.L.R.W.C.D.

NO. 95

1/4 SECTION LINE

S89°52'23"E  
1332.95'

S89°52'23"E

1700.22'

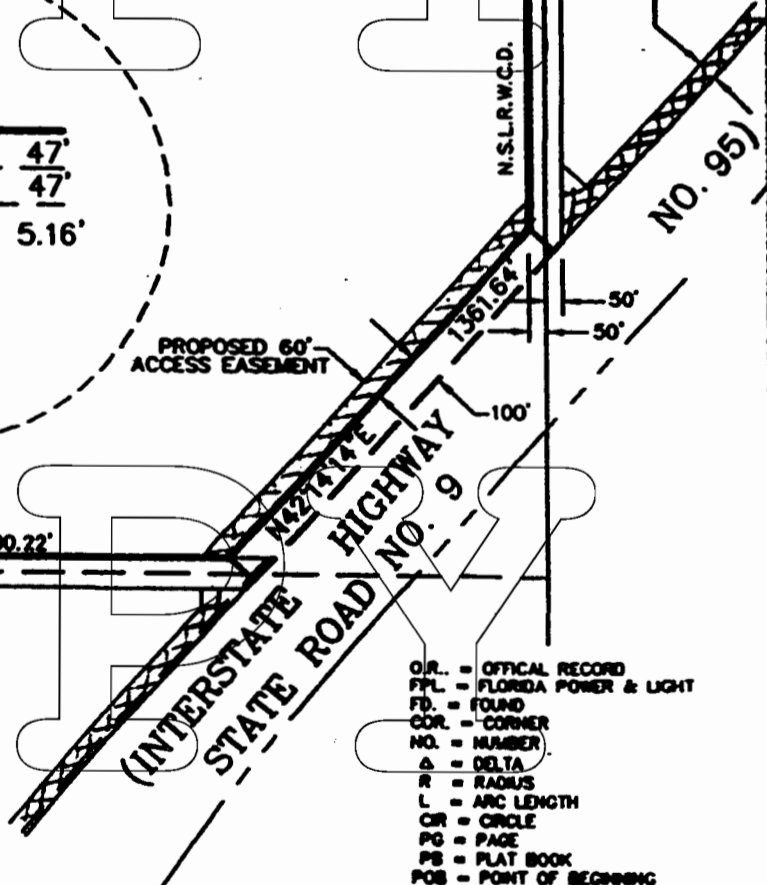
N.S.L.R.W.C.D.  
CANAL NO. 101

1/4 SECTION LINE

REFERENCE IS MADE TO BOUNDARY SURVEY  
PREPARED BY CULPEPPER & TERPENING,  
NUMBER 2023, DATED JUNE 17, 1994.  
ALL BEARINGS, DISTANCES AND ACREAGES  
SHOWN ARE DERIVED THEREFROM.

THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP  
36 SOUTH, RANGE 30 EAST, IS ASSUMED TO BEAR S89°46'35"E.  
ALL BEARINGS SHOWN HEREON RELATED THERETO.

- O.R. = OFFICIAL RECORD
- F.P.L. = FLORIDA POWER & LIGHT
- FD. = FOUND
- COR. = CORNER
- NO. = NUMBER
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- CR = CIRCLE
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- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR
- N.S.L.R.W.C.D. = NORTH ST. LUCE RIVER WATER CONTROL DISTRICT



**SKETCH OF DESCRIPTION**

OF  
Parcel "5"

Prepared For

**HHP ASSOCIATES/PROPERTIES**

File: 2023sk.dwg

Date: 05-31-00

EXHIBIT "H-1"

PAGE 2 OF 4

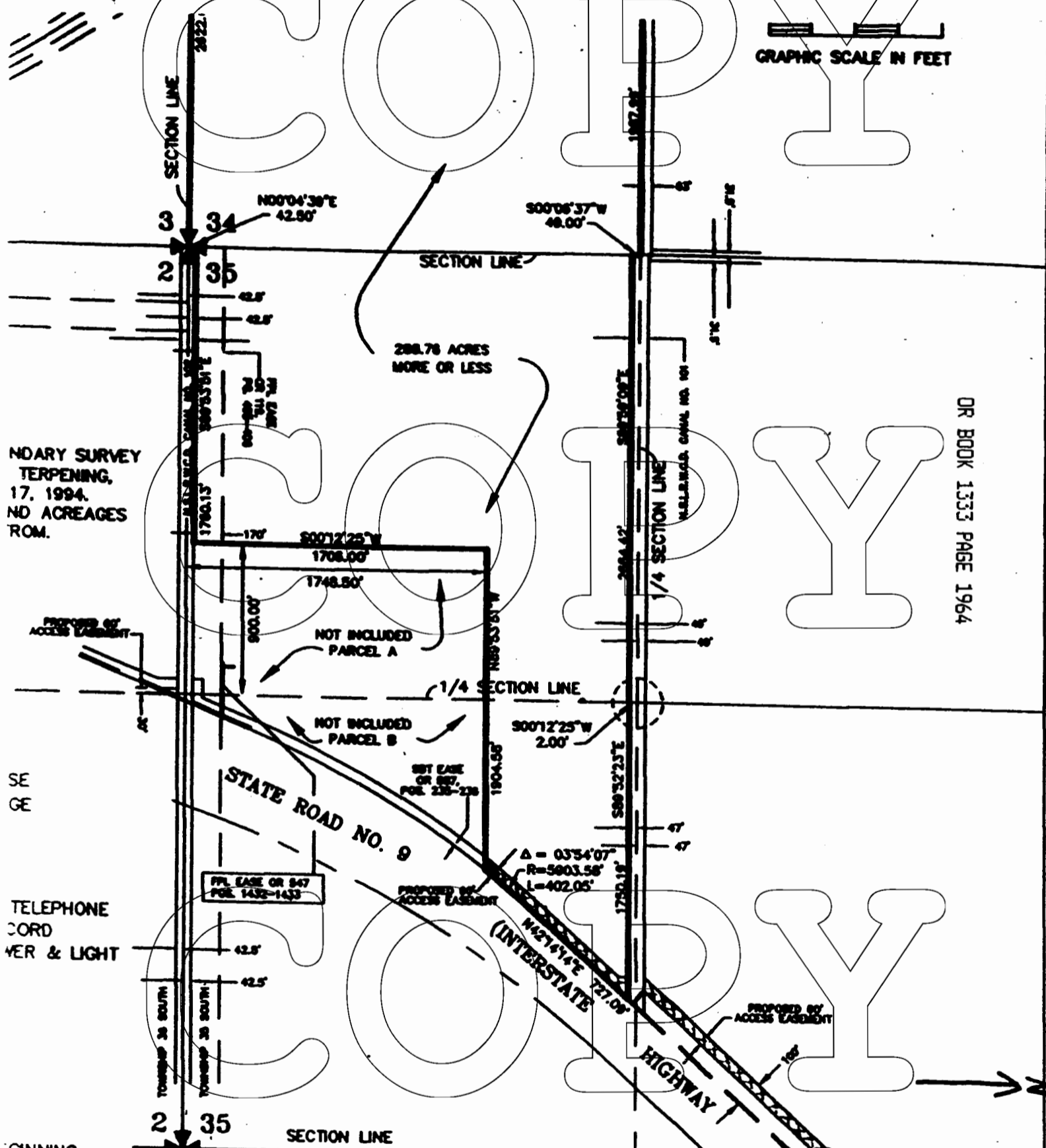
Tech: GLM



CONSULTING ENGINEERS  
&  
LAND SURVEYORS  
2880 SOUTH 25th STREET  
FORT PIERCE, FLORIDA 34902  
(888) 484-3537

# COPY

GRAPHIC SCALE IN FEET



BOUNDARY SURVEY  
TERPENING,  
17, 1994.  
NO ACREAGES  
FROM.

DR BOOK 1333 PAGE 1964

SE  
GE

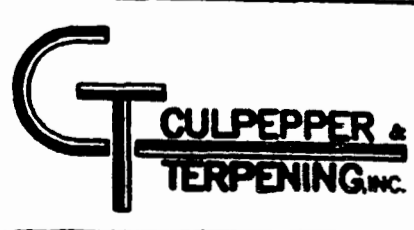
TELEPHONE  
CORD  
CROSSER & LIGHT

BEGINNING  
COMMENCEMENT  
BY LAND SURVEYOR  
VICIE RIVER WATER  
TRICT

THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IS ASSUMED TO BEAR S89°46'35"E, ALL BEARINGS SHOWN HEREON RELATED THERETO.

**DESCRIPTION**  
"7"  
For  
**S/PROPERITES**

File: 2023sk.dwg  
Date: 05-31-00  
EXHIBIT "H-1"  
PAGE 3 OF 4  
Tech: GLM

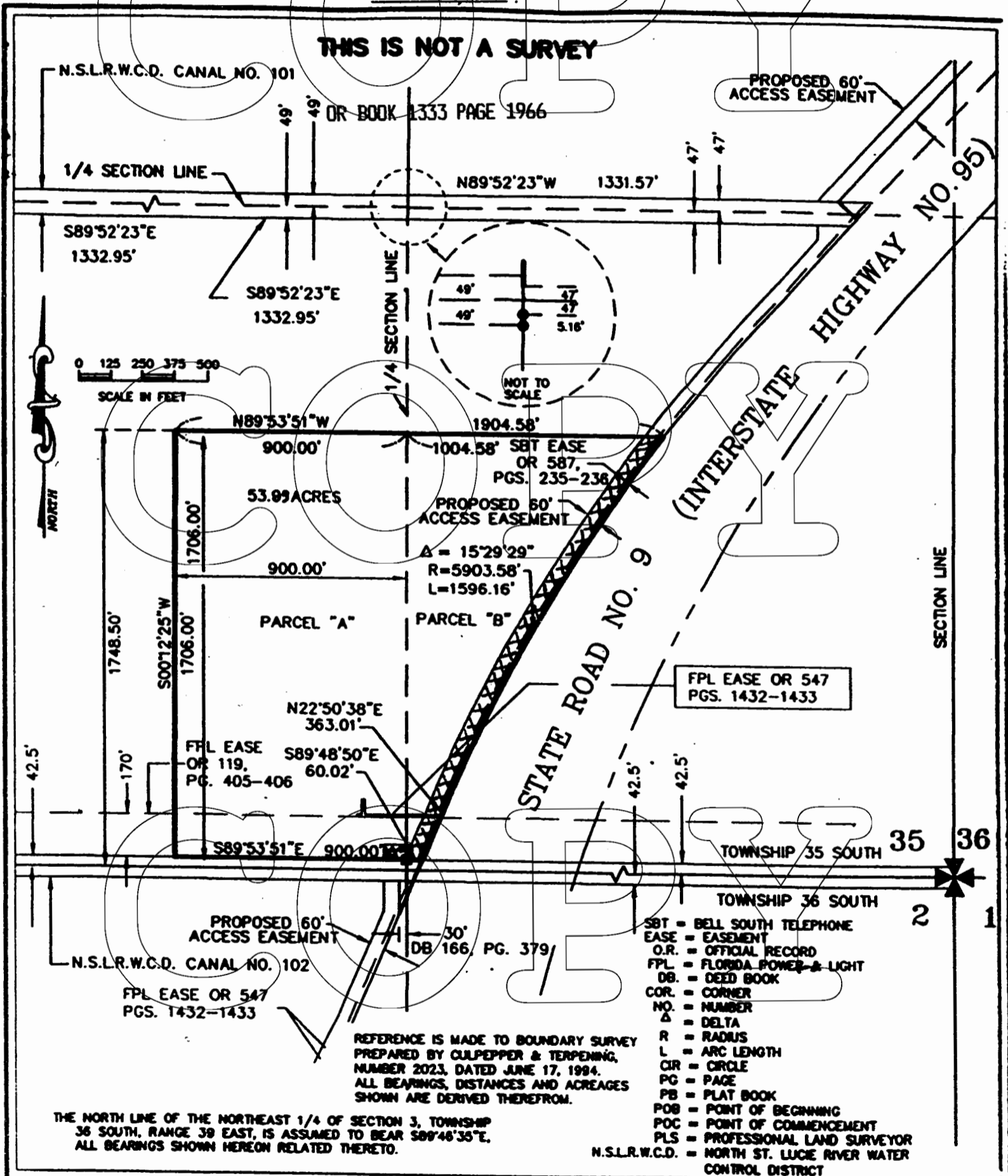


CONSULTING ENGINEERS  
&  
LAND SURVEYORS  
2980 SOUTH 25th STREET  
FORT PIERCE, FLORIDA 34982  
(561) 464-3537



EXHIBIT "H-2"

THIS IS NOT A SURVEY



SKETCH OF DESCRIPTION

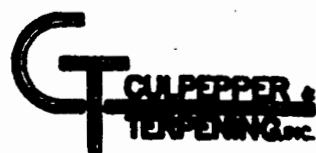
OF Parcel "6"

Prepared For

HHP ASSOCIATES/PROPERTIES

File: 2023sk.dwg  
Date: 05-31-00

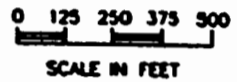
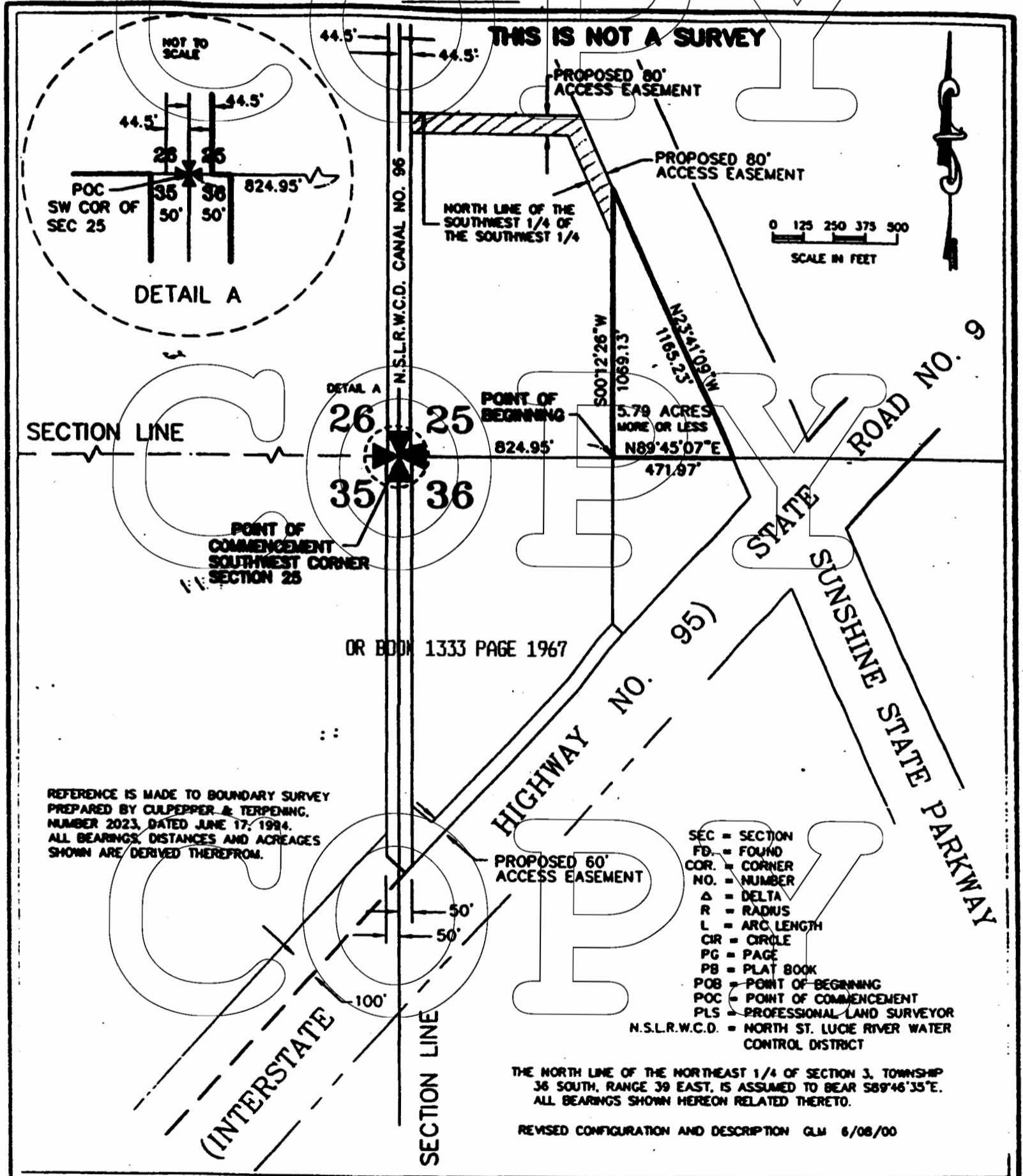
Tech: GLM



CONSULTING ENGINEERS & LAND SURVEYORS  
2980 SOUTH 25th STREET  
FORT PIERCE, FLORIDA 34982  
(561) 464-3337

EXHIBIT "I"

**THIS IS NOT A SURVEY**



REFERENCE IS MADE TO BOUNDARY SURVEY PREPARED BY CULPEPPER & TERPENING, NUMBER 2023, DATED JUNE 17, 1994. ALL BEARINGS, DISTANCES AND ACREAGES SHOWN ARE DERIVED THEREFROM.

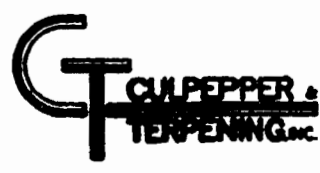
- SEC = SECTION
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- PLS = PROFESSIONAL LAND SURVEYOR
- N.S.L.R.W.C.D. = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IS ASSUMED TO BEAR S89°46'35\"/>

REVISED CONFIGURATION AND DESCRIPTION GLM 6/08/00

**SKETCH OF DESCRIPTION**  
 of  
**Parcel "1"**  
 Prepared For  
**HHP ASSOCIATES/PROPERTIES**

File: 2023sk.dwg  
 Date: 05-30-00  
 Tech: GLM



CONSULTING ENGINEERS  
 &  
 LAND SURVEYORS  
 2900 SOUTH 25th STREET  
 FORT PIERCE, FLORIDA 34902  
 (888) 464-3537