

This Instrument Prepared By:

Lawrence C. Griffin, Esquire
Haile, Shaw & Pfaffenberger, P.A.
249 Royal Palm Way, Suite 501
Palm Beach, Florida 33480

* DOC ASSUMP: \$ 0.00
* DOC Tax : \$ 0.70
* Int Tax : \$ 0.00

Mail

COPY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this ^{30th} day of July, 2004 by and among Midway Properties LLC, a Florida limited liability company ("Midway"), Willow Lakes LLC, a Florida limited liability company ("Willow Lakes"), Hyman B. Hendler and Alvin D. Schwartz 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 2nd day of January, 1995 ("Associates Trust") and Repechage Development, Inc., a Florida corporation ("Repechage").

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RECITALS:

Midway is the owner of that certain real property, as a successor in title to TJH I, Ltd., a Florida limited partnership, and/or TJH II, Ltd., a Florida limited partnership, and/or HIP Properties and/or HHHP Associates, described in the attached Exhibit "A" ("Midway Parcel").

Willow Lakes is the owner of that certain real property, as a successor in title to TJH I, Ltd., a Florida limited partnership, and/or TJH II, Ltd., a Florida limited partnership, and/or HHHP Properties and/or HHHP Associates described in the attached Exhibit "B" ("Willow Lakes Parcel").

Associates Trust is the fee simple owner of that certain real property as described in the attached Exhibit "C" ("11 Acre Parcel"), which property is subject to a long term lease between Associates Trust, as Lessor, and Repechage, as Lessee, dated October 1, 2003.

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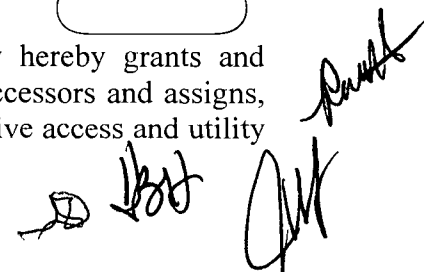
Pursuant to a deed recorded in Official Records Book 1324, Page 936, and corrected by that deed recorded in Official Records Book 1330, Page 2972 of the Public Records of St. Lucie County, Florida (collectively "Prior Deed") and Dedication of Easements recorded in Official Records Book 1333, Page 1940 of the Public Records of St. Lucie County, Florida ("Prior Dedication"), the parties hereto and/or their predecessors in title to the Midway Parcel, the Willow Lakes Parcel and the 11 Acre Parcel, created certain access easements, maintenance obligations and billboard easements over, across and affecting that property described therein..

Handwritten signatures and initials

The parties hereto intend for this Agreement to amend, modify and restate the easement terms of the Prior Deed and the Prior Dedication, but expressly confirm that they do not intend to extinguish or terminate the easement terms of the Prior Deed and the Prior Dedication.

NOW, THEREFORE, in consideration of the mutual provisions hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant, agree and dedicate as follows:

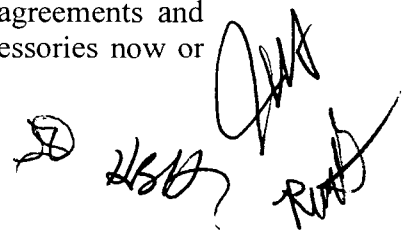
1. Recitals. The above recitals are ratified and incorporated herein.
2. Easement Benefitting Midway Parcel. Willow Lakes hereby grants and conveys to Midway, in perpetuity, its licensees, beneficiaries, agents, contractors, invitees, successors and assigns, as an appurtenance to the Midway Parcel, a non-exclusive access and utility easement over, under and across that portion of the property more particularly described in Exhibit "D" as attached hereto ("Access Easement Parcel") lying within the Willow Lakes Parcel for the purpose of: (a) providing ingress and egress to the Midway Parcel, including construction operation maintenance, repair, replacement, relocation and maintenance of required swales, culverts, piping and drainage structures and drainage system components necessary or desirable for the present use and future development of the Midway Parcel, and (b) construction, installation, operation, maintenance, repair, replacement and relocation of water, sewer, natural gas, electrical, telecommunication and similar utility equipment distribution facilities, and lines to service the future development of the Midway Parcel.
3. Easements Benefitting the 11 Acre Parcel. Willow Lakes and Midway hereby grant and convey to Associates Trust in perpetuity and to Repechage for the duration that its leasehold interest in the 11 Acre Parcel exists and not beyond, their lessees, beneficiaries, agents, licensees, contractors, invitees, successors and assigns, as an appurtenance to their respective fee simple and leasehold interests in the 11 Acre Parcel, a non-exclusive access and utility easement over, under and across that portion of the Access Easement Parcel lying within the Midway Parcel and Willow Lakes Parcel for the purpose of: (a) providing ingress and egress to the 11 Acre Parcel, (b) construction, installation, operation, maintenance, repair, replacement and relocation of swales, culverts, piping and drainage structures and drainage system components necessary or desirable for the present use and future development of the 11 Acre Parcel; and (c) construction, installation, operation, maintenance, repair, replacement and relocation of water, reuse irrigation quality water, sewer, natural gas, electrical, telecommunications and other utility equipment, distribution facilities and lines necessary or desirable for the present use and future development of the 11 Acre Parcel.
4. Easement Benefitting the Willow Lakes Parcel. Midway hereby grants and conveys to Willow Lakes, its licensees and invitees, and successors and assigns, as an appurtenance to the Willow Lakes Parcel, a non-exclusive access and utility



easement over, under and across that portion of the Access Easement Parcel lying with the Midway Parcel for the purpose of: (a) providing ingress and egress to the Willow Lakes Parcel, including construction and maintenance of required swales, culverts and drainage; and (b) construction, installation, operation, maintenance, repair and replacement of water, sewer, natural gas, electrical, telecommunications and similar utility equipment and lines to service the Willow Lakes Parcel.

5. Maintenance of Easements and Culverts. Midway and Willow Lakes and their successors and assigns shall, at their sole cost and expense: (a) maintain and repair in their current condition, all existing roads, including but not limited to that road identified as the "Dirt Road" which is depicted in that Boundary Survey prepared by Culpepper & Terpening, Inc. for Willow Lakes bearing Job No. 03-090 and denominated as Sheet 4 of 4 with a last revision date of July 20, 2004 which Dirt Road meanders in and along and outside of the Access Easement Parcel, which provide ingress or egress to the 11 Acre Parcel and (b) maintain, repair and when necessary, replace all culverts lying in their respective parcels which are located within the Access Easement Parcel. Midway and Willow Lakes shall be obligated, at their sole cost and expense, to apply for, obtain and thereafter maintain in good standing all required permits authorizing existing or replacement culverts over all of said District's canals for all portions of the road(s) now or hereafter lying within the Access Easement Parcel, from the North St. Lucie River Water Control District. Neither Associates Trust or Repechage, their successors and assigns, lessees, beneficiaries, agents, contractors or invitees shall be responsible for any obligation or expense specified or required under this Section 5. In the event Midway and Willow Lakes fail refuse or neglect to fulfill their obligations under this Section 5 as to their respective parcels they shall indemnify and hold Associates Trust harmless from all losses, damages, claims, costs, expenses and fees including attorneys, engineers and other professional fees which Associates Trust may suffer, sustain or incur (including any diminution in the value of the 11 Acre Parcel) resulting from or caused by such failure, refusal or neglect.

6. Billboard Easement. Willow Lakes and Midway hereby grant and convey to Associates Trust, and its successors and assigns, lessees, beneficiaries, agents, licensees, contractors and invitees, non-exclusive and perpetual easements over, under and across those portions of the Access Easement Parcels lying within the Midway Parcel and the Willow Lakes Parcel, for the maintenance, repair, upgrading, demolition, replacement and relocation of existing billboards and any accessories now or hereafter used in connection with such billboards, and for ingress and egress to and from the billboards, to and from a publicly dedicated road. Associates Trust and its successors and assigns, lessees, beneficiaries, agents, licensees, contractors, and invitees shall continue to receive all rent or other income from such billboards and shall have the right to renew, extend, modify, replace and enter into new billboard leases, licensing agreements and instruments of any kind for the billboard structures and any accessories now or

Handwritten signatures and initials, including a circled 'D' and the name 'RWA'.

hereafter used in connection with such billboards. No person or entity owning any portion of the real property on which the Access Easement Parcel is located shall (a) use same in such a way to impair the easement rights set forth herein; or (ii) charge Associates Trust, its successors and assigns, lessees, beneficiaries, agents, licensees, contractors or invitees, any fee, cost or other sum for the exercise of the rights hereunder.

7. Prior Deed and Prior Dedications Modified but not Extinguished. The terms of this Agreement shall amend, modify and restate in its entirety all easements, covenants and maintenance responsibilities provided for in the Prior Deed and Prior Dedication and this Agreement is not intended to and shall not be construed to terminate or extinguish the Prior Deed's easement provisions and the Prior Dedication, and the assumption of obligations by the parties hereto as successors in interest to the parties under the Prior Deed and Prior Dedication shall not constitute a novation resulting in the extinguishment or termination of the Prior Deed or Prior Dedication.

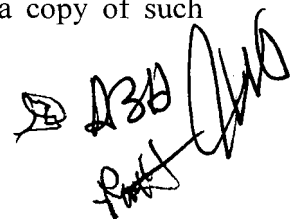
8. Governing Law; Venue; Waiver of Jury Trial. This Agreement and the interpretation and enforcement of same shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising under the terms of this Agreement shall lie exclusively in St. Lucie County, Florida and the parties hereto do hereby waive any other jurisdiction or venue. The parties hereby expressly waive all rights to a trial by jury.

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

10. Paragraph Headings. Section or paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, expand or limited 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 or interpretation or construction.

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 Agreement, 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. Counterparts. This Agreement 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 on and the same instrument, and a copy of such



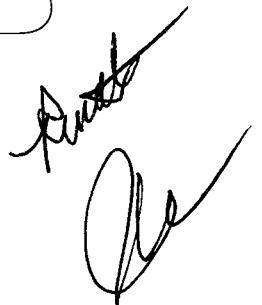
signature received through telefax transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

COPY

[SIGNATURE PAGES FOLLOW]


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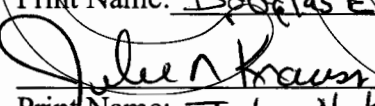
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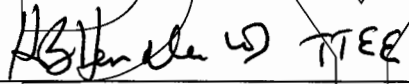
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered in their name and have intended the same to be and become effective as of the day and year first above written.

WITNESSES:



 Print Name: Douglas E. Gronau

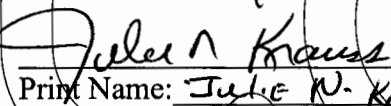

 Print Name: Julie N. Krauss


HHHP ASSOCIATES

By:  TEE

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 2nd day of January, 1995



 Print Name: Douglas E. Gronau

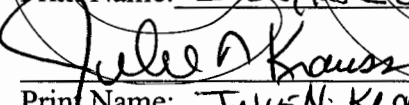

 Print Name: Julie N. Krauss

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 HHHP Associates, dated the 2nd day of January, 1995

WILLOW LAKES, LLC, a Florida limited liability company


 Print Name: Douglas E. Gronau


 Print Name: Julie N. Krauss

By: DEVCON WILLOW LAKES, LLC, a Florida limited liability company, Manager

By: 
 Name: Chad P. LaBonte
 Its: Manager



By: WL ENTERPRISES,
LLC, a Florida limited liability
company, Manager

Print Name: Lawrence C. Giffen

By: [Signature]
Name: Richard P. Bellinger
Its: Manager JAMES W. HALL

Print Name: Julie N. Krauss

MIDWAY PROPERTIES, LLC, a Florida
limited liability company

Print Name: ALAN I. ARMOUR II

By: [Signature]
Name: Ronald M. Hyman
Its: Authorized Managing Member

Print Name: Julie N. Krauss

REPECHAGE DEVELOPMENT
INC., a Florida corporation

Print Name: James W. Hall

By: [Signature]
Name: James W. Hall
Its: President

Print Name: Lawrence C. Giffen

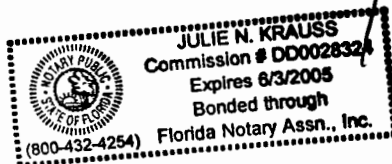
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of July,
2004 by HYMAN B. HENDLER, as Co-Trustee under the provisions of an unrecorded
trust agreement known as the Restated and Amended Revocable Land Trust for HHHP
Associates, dated the 2nd day of January, 1995, on behalf of said Trust. He is personally
known to me or presented a driver's license as identification.

[Signature]

Notary Public

Official Seal:

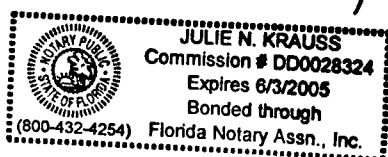


STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of July, 2004 by ALVIN D. SCHWARTZ, as Co-Trustee under the provisions of an unrecorded trust agreement known as the Restated and Amended Revocable Land Trust for HHHP Associates, dated the 2nd day of January, 1995, on behalf of said Trust. He is personally known to me or presented a driver's license as identification.

Julie N Krauss
Notary Public

Official Seal:

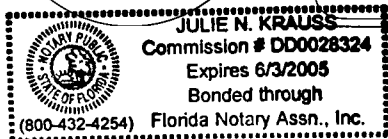


STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of July, 2004 by Chad P. LaBonte, as Manager of DevCon Willow Lakes, LLC, a Florida limited liability company, as Manager of WILLOW LAKES, LLC, a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or presented a driver's license as identification.

Julie N Krauss
Notary Public

Official Seal:



STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of July, 2004 by ~~Richard P. Bellinger~~ James W. Hall, as Manager of WL Enterprises, LLC, a Florida limited liability company, as Manager of WILLOW LAKES, LLC, a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or presented a driver's license as identification.

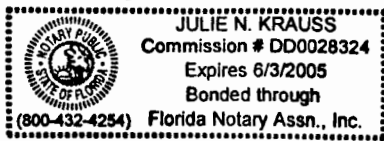
Julie N Krauss
Notary Public

Official Seal:

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of July, 2004 by Ronald M. Hyman, as Authorized Managing Member of MIDWAY PROPERTIES, LLC, a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or presented a driver's license as identification.

Julie N Krauss
Notary Public



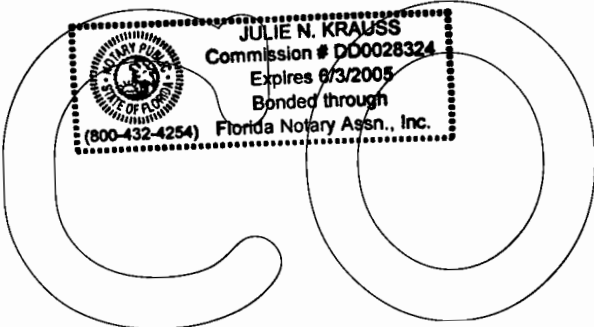
Official Seal:

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of July, 2004 by James W. Hall, as President of REPECHAGE DEVELOPMENT, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or presented a driver's license as identification.

Julie N Krauss
Notary Public

Official Seal:



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EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 2, 3, 34, AND 35 TOWNSHIP 35 SOUTH AND 36 SOUTH, RANGE 39 EAST IN ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE N89°46'35"W ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2622.04 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 93 (A 78 FEET WIDE RIGHT-OF-WAY) AND BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N00°20'10"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 1318.99 FEET TO A POINT ON THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 A NOT INCLUDED PARCEL; THENCE S89°46'53"E ALONG THE SOUTH LINE OF SAID PARCEL NOT INCLUDED A DISTANCE OF 624.96 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL NOT INCLUDED; THENCE N00°16'46"E ALONG THE EAST LINE OF SAID PARCEL NOT INCLUDED A DISTANCE OF 1319.04 FEET TO A POINT ON THE 1/4 SECTION LINE OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST; THENCE S89°47'10"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 34 A DISTANCE OF 1987.99 FEET TO A POINT ON THE EAST LINE OF SECTION 34, THENCE S00°06'37"W ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 49.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 101 (A 98.00 FEET WIDE CANAL RIGHT-OF-WAY); THENCE S89°59'09"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 101 A DISTANCE OF 2664.42 FEET TO A POINT ON THE 1/4 SECTION LINE OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST; THENCE N00°12'25"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 35 A DISTANCE OF 2.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 101 (A 94.00 FEET WIDE CANAL RIGHT-OF-WAY); THENCE S89°52'23"E ALONG THE SOUTH RIGHT-OF-WAY OF SAID N.S.L.R.W.C.D. CANAL NO. 101 A DISTANCE OF 1331.59 FEET; THENCE CONTINUE S89°52'23" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 101 A DISTANCE OF 418.59 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE HIGHWAY NO. 95) (WIDTH VARIES); THENCE S42°14'14"W ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 A DISTANCE OF 727.09 FEET TO THE BEGINNING OF A CURVE ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 5903.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 402.05 FEET THROUGH A CENTRAL ANGLE OF 03°54'07"; TO THE BEGINNING OF A COMPOUND CURVE ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 5903.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 597.06 FEET THROUGH A CENTRAL ANGLE OF 05°47'41"; TO THE BEGINNING OF A COMPOUND CURVE ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 5903.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 999.10 FEET THROUGH A CENTRAL ANGLE OF 09°41'48"; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE S22°50'38"W A DISTANCE OF 363.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 102 (A 85 FOOT WIDE CANAL RIGHT-OF-WAY); THENCE

N89°48'50"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 60.02 FEET; THENCE CONTINUE N89°53'51"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 900.00 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE N89°53'51"W A DISTANCE OF 430.07 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE N89°53'51"W A DISTANCE OF 1330.07 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE S00°04'39"W ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 35 A DISTANCE OF 42.50 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE S00°06'35"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 2, A DISTANCE OF 42.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 102; THENCE S89°53'51"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1330.04 FEET; THENCE CONTINUE S89°53'51"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1300.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 30 FOOT ROAD RIGHT-OF-WAY AS RECORDED IN DEED BOOK 116, AT PAGE 379 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°03'15"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 129.69 FEET RETURNING TO THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD 9 (INTERSTATE I-95); THENCE S22°50'38"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 470.73 FEET; THENCE CONTINUE S26°50'37"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 519.99 FEET; THENCE CONTINUE S32°49'14"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 230.02 FEET; THENCE DEPARTING SAID STATE ROAD NO. 9 N56°07'55"W A DISTANCE OF 323.59 FEET; THENCE N27°59'51"E A DISTANCE OF 671.72 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 308.52 FEET THROUGH A CENTRAL ANGLE OF 117°50'41"; THENCE N89°50'50"W A DISTANCE OF 1811.20 FEET; THENCE S00°00'00"E A DISTANCE OF 142.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 365.79 FEET THROUGH A CENTRAL ANGLE OF 62°33'43"; THENCE S62°33'43"W A DISTANCE OF 139.15 FEET; THENCE S01°56'01"W A DISTANCE OF 142.19 FEET; THENCE S53°57'44"W A DISTANCE OF 58.71 FEET; THENCE S85°17'03"W A DISTANCE OF 146.97 FEET; THENCE S02°37'14"W A DISTANCE OF 332.85 FEET; THENCE S31°56'28"W A DISTANCE OF 78.35 FEET; THENCE S61°15'41"W A DISTANCE OF 335.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF A 60 FEET WIDE FP&L EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 119, PAGE 404; THENCE N32°18'17"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 60 FEET WIDE FP&L EASEMENT A DISTANCE OF 1746.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A 200 FEET WIDE FP&L EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 377, PAGES 2069-2076; THENCE N89°46'35"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FP&L EASEMENT AND BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 1026.62 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 93 (A 78 FEET WIDE RIGHT-OF-WAY); THENCE N00°02'49"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 52.50 FEET TO A POINT ON THE NORTH SECTION LINE OF SAID SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND BEING THE POINT OF BEGINNING.

DR BOOK 2035 PAGE 1440

CONTAINING 399.73 ACRES MORE OR LESS.

EXHIBIT "B"

WILLOW LAKES PARCEL

Parcel 1

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST IN ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE N89°46'35"W ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2622.04 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 93 (A 78 FEET WIDE RIGHT-OF-WAY); THENCE S00°02'49"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 52.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A 200 FEET WIDE FP&L EASEMENT AS RECORDED IN OR 377, PG. 2069-2076 AND BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S89°46'35"E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FP&L EASEMENT AND BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 1,026.62 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF A 60 FEET WIDE FP&L EASEMENT AS RECORDED IN OR 119, PG. 404; THENCE S32°18'17"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 60 FEET WIDE FP&L EASEMENT A DISTANCE OF 1,746.02 FEET; THENCE N61°15'41"E A DISTANCE OF 335.12 FEET; THENCE N31°56'28"E A DISTANCE OF 78.35 FEET; THENCE N02°37'14"E A DISTANCE OF 332.85 FEET; THENCE N85°17'03"E A DISTANCE OF 146.97 FEET; THENCE N53°57'44"E A DISTANCE OF 58.71 FEET; THENCE N01°56'01"E A DISTANCE OF 142.19 FEET; THENCE N62°33'43"E A DISTANCE OF 139.15 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 335.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 365.79 FEET THROUGH A CENTRAL ANGLE OF 62°33'43"; THENCE N00°00'00"W A DISTANCE OF 142.46 FEET; THENCE S89°50'50"E A DISTANCE OF 1,811.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 308.52 FEET THROUGH A CENTRAL ANGLE OF 117°50'41"; THENCE S27°59'51"W A DISTANCE OF 671.72 FEET; THENCE S56°07'55"E A DISTANCE OF 323.59 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE HIGHWAY NO. 95) (WIDTH VARIES); THENCE S32°49'14"W ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 A DISTANCE OF 346.97 FEET; THENCE S44°46'35"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9 A DISTANCE OF 339.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A ACCESS ROAD NO. 1 AS RECORDED IN PB 24, PG. 4J&K; THENCE N00°04'30"E A

DISTANCE OF 99.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1; THENCE S44°46'35"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 236.51 FEET; THENCE DEPARTING SAID ACCESS ROAD NO. 1 N00°04'43"E A DISTANCE OF 535.11 FEET; THENCE S89°59'23"W A DISTANCE OF 166.33 FEET; THENCE S00°04'55"W A DISTANCE OF 680.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1; THENCE S50°43'56"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 478.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 266.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 171.53 FEET THROUGH A CENTRAL ANGLE OF 36°56'48"; THENCE S87°40'44"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 1,027.79 FEET; THENCE S00°01'50"E A DISTANCE OF 72.00 FEET; THENCE S89°58'10"W A DISTANCE OF 1,610.26 FEET; THENCE S00°01'50"E A DISTANCE OF 117.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WHITE CITY ROAD (COUNTY ROAD 712) (A 70 FEET WIDE RIGHT-OF-WAY); THENCE N89°52'26"W ALONG THE NORTH RIGHT-OF-WAY OF SAID WHITE CITY ROAD (COUNTY ROAD 712) A DISTANCE OF 786.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93; THENCE N00°02'49"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 2,564.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FP&L EASEMENT AND BEING THE POINT OF BEGINNING.

CONTAINING 197.90 ACRES, MORE OR LESS

Parcel 2

A PARCEL OF LAND 60.00 FEET IN WIDTH LYING IN THE NE ¼ OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NE ¼ OF SAID SECTION 35 LYING 60.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) THE WEST RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 96 AS RECORDED IN OFFICIAL RECORDS BOOK 396, PAGE 2511, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9)

Parcel 3

A PARCEL OF LAND 60.00 FEET IN WIDTH LYING IN THE NW ¼ OF SECTION 36 TOWNSHIP 35 SOUTH, RANGE 39 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 36, TOWNSHIP 35 SOUTH, RANGE 39 EAST, THENCE N89°45'07"E, ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 824.95 FEET; THENCE S00°12'26"W A DISTANCE OF 662.15 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE S47°45'46"E A DISTANCE OF 60.00 FEET THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE ROAD 95); THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES, S42°14'14"W A DISTANCE OF 83.45 FEET; THENCE S37°39'48"W A DISTANCE OF 200.64 FEET; THENCE S42°14'14"W A DISTANCE OF 955.24 FEET TO THE EAST RIGHT-OF-WAY LINE OF CANAL NO. 96; THENCE N00°08'06"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 89.49 FEET; TO A POINT 60.00 FEET NORTHWESTERLY OF (AS MEASURED AT RIGHT ANGLES) THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE N42°14'14"E PARALLEL WITH SAID NW RIGHT-OF-WAY LINE A DISTANCE OF 886.45 FEET; THENCE N37°39'48"E A DISTANCE OF 200.54 FEET; THENCE N42°14'14"E A DISTANCE OF 85.85 FEET TO THE POINT OF BEGINNING.

Parcel 4

A PARCEL OF LAND 80.00 FEET IN WIDTH LYING IN SW ¼ OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST, THENCE NORTH 89°45'07"E, ALONG THE SOUTH LINE OF SAID SECTION 25, A DISTANCE OF 824.95 FEET; THENCE N00°12'26"E A DISTANCE OF 871.61 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUE N00°12'26"E A DISTANCE OF 197.52 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE N23°41'09"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 320.73 FEET TO THE NORTH LINE OF THE SW ¼ OF THE SW ¼ OF SAID SECTION 25; THENCE N89°51'53"W ALONG SAID NORTH LINE A DISTANCE OF 650.74 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 96; THENCE S00°11'53"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 80.00 FEET; THENCE S89°51'53"E PARALLEL WITH SAID NORTH LINE A DISTANCE OF 598.70 FEET TO A POINT 80.00 FEET (AS MEASURED AT RIGHT ANGLES) SOUTHWEST OF THE WESTERLY RIGHT-OF-WAY OF THE SUNSHINE STATE PARKWAY; THENCE S23°41'09"E PARALLEL WITH SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 449.19 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

11 Acre Parcel

Parcel 1:

Being a portion of the Southwest ¼ of the Southwest ¼ 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 S 00°12'26" W a distance of 1069.13 feet to the POINT OF BEGINNING.

Containing 5.79 acres, more or less

Parcel 2

Being a portion of the Northwest ¼ of Section 36, Township 35 South, Range 39 East, lying Westerly of the Sunshine State Parkway and Northwesternly of State Road No. 9 (Interstate 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 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

EXHIBIT "D" TO EASEMENT AGREEMENT
(ACCESS EASEMENT PARCEL)

The Easterly 60 feet of Parcel 1 of the Willow Lakes Parcel, and the Easterly 60 feet of the Midway Parcel, as said Parcels are described in Exhibits "A" and "B" of this Easement Agreement, lying adjacent to Interstate I-95 (State Road No. 9), and lying northeast of the Northerly Terminus of County Access Road No. 1 as recorded in Plat Book 24, at Pages 4J through 4K;

together with

The Southeasterly 60 feet of that part of the Northeast ¼ of Section 35, Township 35 South, Range 39 East, lying Northwesterly of Interstate I-95 (State Road No. 9) less and excepting right-of-way for North St. Lucie River Water Control District Canals 96 and 101;

together with

The Southerly 60 feet of Parcel 2 of the Willow Lakes Parcel described in Exhibit "B" of this Easement Agreement;

together with

All of Parcels 3 and 4 of the Willow Lakes Parcel described in Exhibit "B" of this Easement Agreement.

Sketch to Accompany Description consisting of two pages is attached

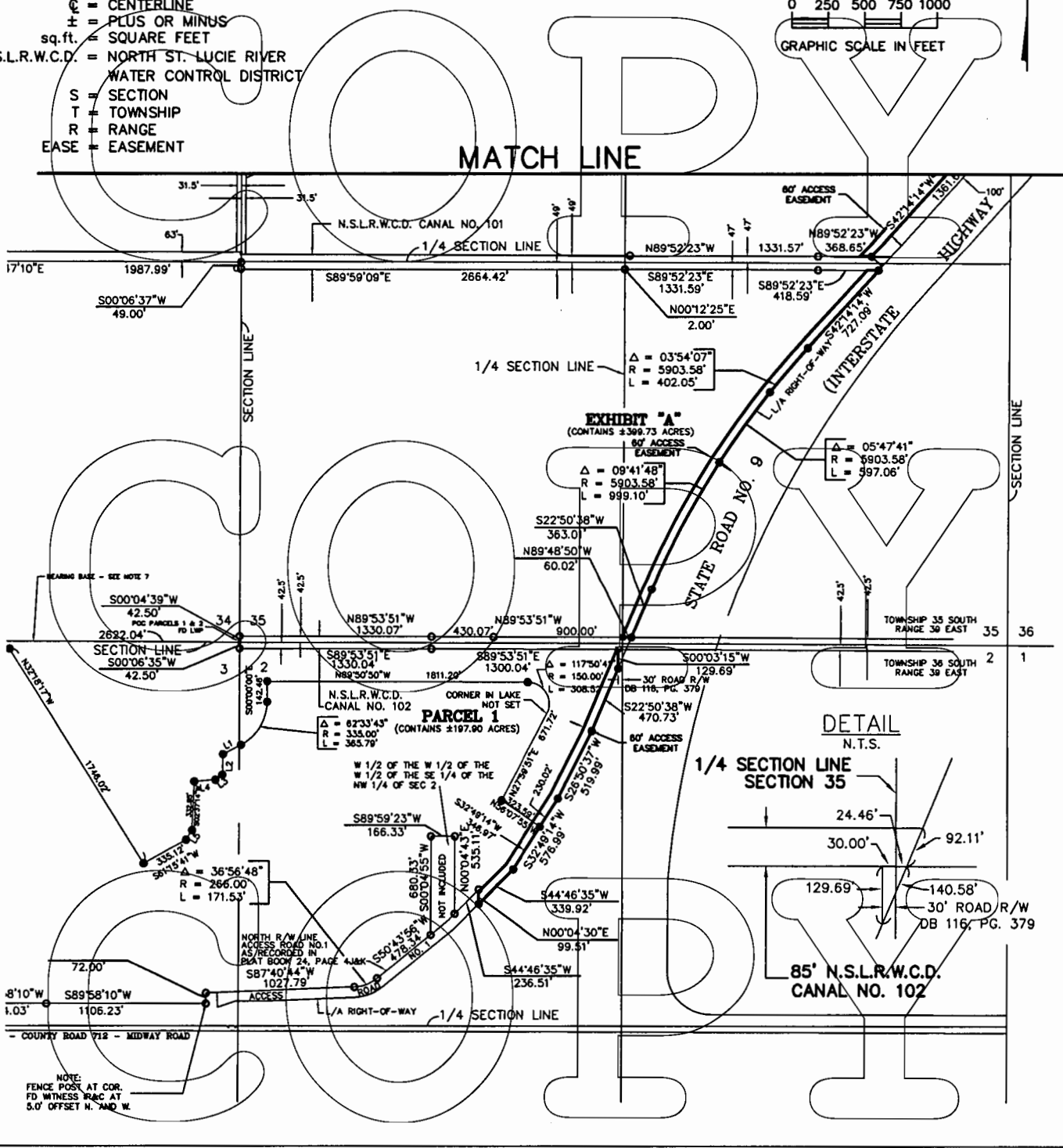
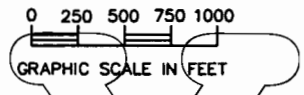
F:\DMS client files\Bellinger\Willow Lakes\Exhibit D to Access Easement.doc

LEGEND

- U.E. = UTILITY EASEMENT
- PG = PAGE
- DB = DEED BOOK
- OR(O.R.B.) = OFFICIAL RECORDS BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- FPL = FLORIDA POWER AND LIGHT
- R\W = RIGHT-OF-WAY
- CL = CENTERLINE
- ± = PLUS OR MINUS
- sq.ft. = SQUARE FEET
- N.S.L.R.W.C.D. = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
- S = SECTION
- T = TOWNSHIP
- R = RANGE
- EASE = EASEMENT

SKETCH TO ACCOMPANY DESCRIPTION

THIS IS NOT A SURVEY



P:\Proj\2004\04-186 Willow Lakes Boundary Survey\Sur Dwg\04-186-60Foot easement.dwg, Pg. 8/3/2004 5:30:22 PM

OR BOOK 2035 PAGE 1446

SKETCH OF DESCRIPTION
 Prepared For
MIDWAY PROPERTIES L.L.C.
 And
WILLOW LAKES L.L.C.

File: 04-186-60Foot
 -Easement.dwg
 Date: 08/02/04
 Tech: BCS



CONSULTING ENGINEERS
 &
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