

PORT ST. LUCIE, FLORIDA

**EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND (ECR)**

THIS AGREEMENT is made as of the 3rd day of October, 1984, between WAL-MART STORES, INC., a Delaware corporation of Bentonville, Arkansas 72716 WEST-LANDCOM DEVELOPERS, LTD. ("Wal-Mart"), and ~~WEST LAND DEVELOPERS, LTD.~~ its successors or assigns a Florida limited partnership ("Developer").

WITNESSETH:

WHEREAS, Wal-Mart is the owner of ^{Parcel I} ~~Tract 1~~ as shown on the plan attached hereto as Exhibit ^A ~~hereof~~, said ^{parcel} ~~tract~~ being more particularly described in ^{Schedule I} ~~Exhibit A~~ hereof;

WHEREAS, Developer is the owner of ^{Parcels II, III, IV and V} ~~Tract 2 and Tract 3~~ shown on the plan attached hereto as Exhibit ^A ~~hereof~~, said ^{parcels} ~~tract~~ being more particularly described in ^{Schedules II, III, IV and V respectively; and} ~~Exhibit B hereof; and~~

WHEREAS, Wal-Mart and Developer desire that ^{Parcels I, II, III, IV and V} ~~Tracts 1, 2 and 3~~ be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center") and further desire that said tracts be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.

- a. "Building Areas" as used herein shall mean that portion of ^{Parcel I} ~~Tract 1~~ and those portions of ^{Parcels II, III, IV and V} ~~Tract 2 and 3~~ shown on Exhibit ^A ~~hereof~~ as "Building Area" (and "Future Building Area"). Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.
- b. "Common Areas" shall be all of ^{Parcels I, II, III, IV and V} ~~Tracts 1 and 2~~ except the Building Areas.
- c. Conversion to the Common Areas: Those portions of the Building Areas on each tract which are not from time to time used or cannot, under the terms of this Agreement (including Paragraph 6a(iii)), be used for buildings shall become part of the Common Area for the

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uses permitted hereunder and shall be improved, kept and maintained as provided herein.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including without limitation financial institutions, service shops, offices, and retail stores. No cafeteria, restaurant, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space on ~~Tracts 2 or 3~~ ^{Parcels II, III, IV or V} within 200 feet of ~~Tract 1~~ ^{Parcel I} without the written consent of Wal-Mart. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business.

3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of ~~Tract 1~~ ^{Parcel I}, either as owner or Lessee, no space in or portion of ~~Tracts 2 or 3~~ ^{Parcels II, III, IV or V}, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as a discount/^{general merchandise} department store or other discount/^{general merchandise} store whose overall retail concept is based on a discounting price structure in excess of 50,000 square feet. In the event of a breach of covenant, Wal-Mart shall have the right to seek any and all remedies afforded by either law or equity.

4. Buildings.

a. Design and Construction. The buildings shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one tract onto another tract. The design and construction shall be first quality. No building shall exceed one story in height (35 feet above finished grade) except for an office building to be located no closer than 1,000 feet from ~~Tract 1~~ ^{Parcel I}.

b. Location. No building shall be constructed on ~~Tracts 1, 2 or 3~~ ^{Parcels I, II, III, IV or V} (as either immediate development or future expansion) except within the Building Areas. The front wall(s) of the building(s) on ~~Tracts 1, 2 and 3~~ ^{Parcels I, II, III, IV and V} shall be constructed in the location shown in Exhibit A, unless Wal-Mart approves a change in such location(s), such approval not to be unreasonably withheld.

c. Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.

- d. Easements. In the event building wall footings encroach from one tract onto another, despite efforts to avoid that occurrence, the party onto whose tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.

5. Common Areas.

- a. Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantee, and to the customers, invitees, licensees, tenants, and employees of grantee, a nonexclusive easement for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, upon, over and across the roadways, driveways, walkways and parking lots within the Shopping Center.

b. Limitations on Use.

- (i) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on ^{Parcels I, II, III, IV and V.} ~~Tracts 1, 2 and 3.~~
- (ii) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated in Exhibit ^A as "employee parking areas." The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown in Exhibit ^A.
- (iii) General. All of the activity permitted within the Common Areas shall be used with reason and judgment so as not to interfere with the primary purpose of the Common Areas which is to provide for parking for the customers, invitees, and employees of those businesses conducted with the Building Areas and for servicing and supplying of such businesses. Persons using the Common Areas in accordance with this agreement shall not be charged any fee for such use.
- c. Utility and Service Easements. The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Areas and buildings to be erected upon the Building Areas. Both parties will use their best efforts to cause the

installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel.

- d. Water Flow. Each party hereto agrees that it will not alter the flow of surface water from its tract onto the other, provided that any alteration in the water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown in Exhibit A (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

6. Development, Maintenance, and Taxes.

a. Development.

- (i) Arrangement. The entrances and interior roadways within the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement, without the prior written consent of both parties hereto, such consent not to be unreasonably withheld.
- (ii) "Parking Area" Ratio. Each party hereto agrees that at all times there shall be independently maintained on each tract parking area sufficient to accommodate not fewer than five (5) car spaces for each one thousand (1,000) square feet of Building Area on such tract.
- (iii) Development Timing. When any building is constructed within Parcel I, Parcel II, Parcel III, Parcel IV and Parcel V, the Building Areas of Tract 1, Tract 2 and Tract 3, the Common Areas of that tract shall be developed in accordance with Exhibit ^A at the expense of the owner of said parcel. In the event Wal-Mart constructs improvements on ^{Parcel I} ~~Tract 1~~ prior to the development of ^{Parcels II, III, IV and V,} ~~Tract 2,~~ Wal-Mart shall have the right to grade, pave and use any portion of the Common Areas of ^{which is adjacent to Parcel I} ~~Developer's tract.~~ Wal-Mart shall cause all of said work to be bid separately on a competitive basis, and the costs and proposed work shall be approved in advance by the Developer in writing, provided that such approval shall not be unreasonably withheld, and Developer agrees to reimburse

Wal-Mart for such costs (a) when any portion of Developer's tracts is developed or (b) upon the sale of any portion of Tract 2, whichever occurs first.

- (iv) Service Drive. Developer agrees that if on Exhibit ^{SA} hereof a service drive is delineated on ~~Tract 2 or 3~~ ^{Parcels II, III, IV or V} by crosshatching and is labelled as a "Service Drive", it shall develop the same simultaneously with the development and construction on ~~Tract 1~~ ^{Parcel I} by Wal-Mart. In the event Developer does not comply with the provisions of the preceding sentence, in addition to any other legal and equitable remedies, Wal-Mart shall have the right to cause the Service Drive delineated on ~~Tract 2 or 3~~ ^{Parcels II, III, IV or V} to be developed and to be reimbursed by Developer for its reasonable costs in doing so.

b. Maintenance.

- (i) Standards. Following completion of the improvements on the Common Areas, each of the parties hereto shall maintain the Common Areas located within the tract owned by it in good condition and repair. The maintenance is to include without limitation the following:
- (a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
 - (b) Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
 - (c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;
 - (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;
 - (e) Maintaining all perimeter walls in a good condition and state of repair; and

(f) Maintaining all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

(ii) Expenses. The respective owners shall pay the maintenance expense of their tracts.

(iii) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

c. Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No sign shall be located on the Common Areas of the Shopping Center except signs advertising businesses conducted thereon. No signs shall obstruct the ingress and egress shown on Exhibit A. Developer shall be entitled to erect one (1) pylon or monument sign on each out-parcel (as so labeled on Exhibit A.) plus the maximum number of shopping center pylon or monument signs permitted by applicable ordinance. All shopping center pylon or monument signs (other than the out-parcel signs) shall be joint signs advertising Wal-Mart and other tenants of the shopping center. The majority of the advertising space on each such joint shopping center pylon or monumental sign shall be allocated to the anchor tenants of the shopping center. The portion of the anchor tenant signage allocable to each anchor tenant shall be computed by multiplying the total area for anchor tenant signage by a fraction the numerator of which shall be the number of square feet in the shopping center occupied by such anchor tenant and the denominator of which shall be the total number of square feet in the shopping center occupied by all anchor tenants. The anchor tenant occupying the greater number of square feet in the shopping center shall be entitled to have its sign placed in the top position of the joint shopping center sign. The anchor tenant occupying the next greatest number of square feet in the shopping center shall be entitled to have its sign placed in the second position on the joint shopping center sign. The signs of the other anchor tenants of the shopping center shall be placed in the order (top to bottom) of the number of square feet in the center which they occupy.

8. Indemnification/Insurance.

a. Idemnification. Each party hereby idemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or neglect of the other party hereto.

b. Insurance.

- (i) Each party shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$500,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$500,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled without ten (10) days' prior written notice to the other party.
- (ii) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.
- (iii) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and Developer as insureds as their respective interests appear, and each of them shall receive certificates thereof.
- (iv) Wal-Mart for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either

Wal-Mart or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

- (v) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed Fifty Million Dollars (\$50,000,000.00), and so long as Wal-Mart is owner or Lessee of ^{Parcel I} ~~Tract I~~, Wal-Mart shall have the right to retain the financial risk for up to One Million Five Hundred Thousand Dollars, (\$1,500,000.00) per claim.

9. Eminent Domain.

- a. Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on ^(Parcels I, II, III, IV and V) ~~Tracts 1 and 2~~, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.
- b. Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner

c. Tenant's Claim. Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

d. Restoration Of Common Areas. The owner of each portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas so owned as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights And Obligations Of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any mortgage now or hereafter placed on such tract. Except as set forth in Parcels I, II, III, IV or V, the preceding sentence, however, any holder of a mortgage on ~~Tracts 1 or 2,~~ and any assignee or successor in interest of such mortgage shall be subject to the terms and conditions of this Agreement.

11. Expansion Of Shopping Center. The parties agree that in the event the shopping center is expanded by ownership, control of the parties or agreement with a third party to include additional adjacent land, all of the provisions of this Agreement shall apply to the expanded area and the parking to the building ratio in the expanded area shall not be less than that provided in Paragraph 6a(ii).

12. Release from Liability. Any person acquiring fee or leasehold title to Parcels I, II, III, IV or V, ~~Tracts 1 or 2,~~ or any expansion of the shopping center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon said tracts running with the land.

Mr. [Signature]
[Signature]

13. Breach. In the event of breach or threatened breach of this Agreement, the record owner(s) of any portion of ^{Parcel I} ~~Tract 1~~, or the record owner(s) of ^{Parcels II, III,} ~~Tracts~~ ^{IV and V} ~~2 and 3~~ as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of ^{Parcel I} ~~Tract 1~~, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

14. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

15. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or cancelled only by Wal-Mart as long as it or its affiliate has any interest as either owner or lessee of ^{Parcel I} ~~Tract 1~~ together with the written consent of Developer, so long as it has an interest as an owner in ^(Parcels II, III, IV or V.) ~~Tract 2~~. Such consents shall not be unreasonably withheld.

16. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of Tract 1, this Agreement shall not be subject to the doctrine of merger.

17. Duration. Unless otherwise cancelled or terminated, this Agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force and effect after fifty-seven (57) years from the date hereof.

18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise

or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

Ralph E. [Signature]
Elizabeth C. Loring
Carole Lynne [Signature]
Frank Rutledge

WEST-LANDCOM DEVELOPERS, LTD.
a Florida Limited Partnership

By: LANDCOM, INC.

By: *[Signature]*
Gary Silverfield, President

By: *[Signature]*
Brian West, General Partner

"Seller"

WITNESS:

Beverly Hutchens
Phyllis Elaine Connor

WAL-MART STORES, INC.
a Delaware Corporation

[Signature]
Thomas P. Seay
Senior Vice President

ATTEST:

Robert M. [Signature]
Assistant Secretary

"Wal-Mart"

PARTNERSHIP ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH) : SS

Be it remembered that on this 19th day of July, 1985, before me, a notary public in and for the county and state aforesaid, came BRIAN G WEST, of WESTLAND DEVELOPERS, LTD, a partnership, who is personally known to me to be such partner, and who is personally known to me to be the person who executed as such partner the within instrument of writing on behalf of such partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

(SEAL)

Carol Ann
Notary Public

My commission expires 12/12, 1986.

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Duval) : SS

Be it remembered that on this 22nd day of July, 1985, before me, a notary public in and for the county and state aforesaid, came GARY D. SILVERTIDE, of WESTLAND DEVELOPERS LTD., a partnership, who is personally known to me to be such partner, and who is personally known to me to be the person who executed as such partner the within instrument of writing on behalf of such partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

(SEAL)

Martha E. Brewer
Notary Public

My commission expires May 2, 1988.

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 2, 1988

CORPORATE ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Benton

Be it remembered that on this 12th day of September, 19 85, before me, a notary public in and for the county and state aforesaid, came Thomas B. Dean, Senior Vice President of One-Mart Stores, Inc., a corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Simona Crozier
Notary Public

(SEAL)
My commission expires 2/24, 19 91.

SCHEDULE I

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH $56^{\circ}45'42''$ EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH $27^{\circ}53'44''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 487.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH $27^{\circ}53'44''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 459.00 FEET; THENCE SOUTH $62^{\circ}06'16''$ WEST 344.00 FEET; THENCE NORTH $27^{\circ}53'44''$ WEST 42.62 FEET; THENCE SOUTH $62^{\circ}06'16''$ WEST 283.87 FEET; THENCE NORTH $24^{\circ}43'49''$ WEST 503.26 FEET; THENCE NORTH $62^{\circ}06'16''$ EAST 256.08 FEET; THENCE NORTH $27^{\circ}53'44''$ WEST 64.89 FEET; THENCE NORTH $62^{\circ}06'16''$ EAST 200.00 FEET; THENCE SOUTH $27^{\circ}53'44''$ EAST, 151.00 FEET; THENCE NORTH $62^{\circ}06'16''$ EAST, 144.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.43 ACRES MORE OR LESS.

SCHEDULE II.

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH $56^{\circ}45'42''$ EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH $27^{\circ}53'44''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1133.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH $27^{\circ}53'44''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 361.00 FEET; THENCE SOUTH $62^{\circ}06'16''$ WEST 344.00 FEET; THENCE NORTH $27^{\circ}53'44''$ WEST 58.95 FEET; THENCE SOUTH $62^{\circ}06'16''$ WEST 313.27 FEET; THENCE NORTH $24^{\circ}43'49''$ WEST 292.12 FEET; THENCE NORTH $62^{\circ}06'16''$ EAST 297.14 FEET; THENCE NORTH $27^{\circ}53'44''$ WEST 10.38 FEET; THENCE NORTH $62^{\circ}06'16''$ EAST 344.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.89 ACRES MORE OR LESS.

SCHEDULE III

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH $56^{\circ}45'42''$ EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH $27^{\circ}53'44''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 487.20 FEET; THENCE SOUTH $62^{\circ}06'16''$ WEST 144.00 FEET; THENCE NORTH $27^{\circ}53'44''$ WEST 151.00 FEET; THENCE SOUTH $62^{\circ}06'16''$ WEST 200.00 FEET; THENCE SOUTH $27^{\circ}53'44''$ EAST 54.89 FEET; THENCE SOUTH $62^{\circ}06'16''$ WEST 256.08 FEET; THENCE NORTH $24^{\circ}43'49''$ WEST 255.51 FEET TO THE POINT OF INTERSECTION WITH SAID EASTERLY LINE OF SAID PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR; THENCE NORTH $00^{\circ}14'29''$ EAST, ALONG SAID EASTERLY LINE OF SAID PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, A DISTANCE OF 108.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES MORE OR LESS.

SCHEDULE III

BOOK 483 PAGE 1527

INITIAL

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SCHEDULE IV

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH $56^{\circ}45'42''$ EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH $27^{\circ}53'44''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 946.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH $27^{\circ}53'44''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 187.00 FEET; THENCE SOUTH $62^{\circ}06'16''$ WEST 344.00 FEET; THENCE SOUTH $27^{\circ}53'44''$ EAST 10.38 FEET; THENCE SOUTH $62^{\circ}06'16''$ WEST 297.14 FEET; THENCE NORTH $24^{\circ}43'49''$ WEST 240.37 FEET; THENCE NORTH $62^{\circ}06'16''$ EAST 283.87 FEET; THENCE SOUTH $27^{\circ}53'44''$ EAST 42.62 FEET; THENCE NORTH $62^{\circ}06'16''$ EAST 344.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.08 ACRES MORE OR LESS.

SCHEDULE IV

INITIAL

[Handwritten signature]

SCHEDULE V

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FOUR, AS RECORDED IN PLAT BOOK 13, PAGE 11-B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 AND THE SOUTH LINE OF THE PLAT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN, AS RECORDED IN PLAT BOOK 16, PAGE 42-F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ALSO BEING THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1 SAID POINT OF INTERSECTION BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 1; THENCE NORTH $56^{\circ}45'42''$ EAST 536.97 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH $27^{\circ}53'44''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1494.20 FEET TO THE POINT OF BEGINNING;

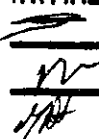
THENCE CONTINUE SOUTH $27^{\circ}53'44''$ EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 340.54 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 1; THENCE NORTH $89^{\circ}57'13''$ WEST, ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 747.10 FEET; THENCE NORTH $24^{\circ}43'49''$ WEST 49.49 FEET; THENCE NORTH $62^{\circ}06'16''$ EAST 313.27 FEET; THENCE SOUTH $27^{\circ}53'44''$ EAST 58.95 FEET; THENCE NORTH $62^{\circ}06'16''$ EAST 344.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.93 ACRES MORE OR LESS.

SCHEDULE V

BOOK 483 PAGE 1529

INITIAL



EASEMENTS WITH COVENANTS AND RESTRICTIONS
AFFECTING LAND (ECR)



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