



Exception Documents

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, grant and convey to Florida Power Corporation, a Florida corporation, and to its successors, assigns and lessees, the right and privilege to cut, trim and remove all trees, limbs and underbrush that may in any way endanger the proper operation of the hereinafter described transmission and/or distribution lines, said trees and underbrush being along and adjacent to said lines and situate upon the following described lands in LAKE County, Florida:

Tracts

Lots 18 through 21, and $W\frac{1}{2}$ of Lot 17, Lake Highlands Subdivision of Section 28, Township 22 South, Range 26 East;

Clearing is restricted to a 45' strip south of and adjacent to the new right-of-way of State Road No. 50; no citrus trees will be cut or removed.

together with the right of ingress and egress, and the rights and privileges reasonably necessary or convenient for the full enjoyment or use thereof for the purpose above described, as long as the said lines are maintained.

IN WITNESS WHEREOF, the grantors have hereunto affixed their hands and seals, this 13 day of June, A.D. 1950.

Signed, sealed and delivered in the presence of:

W. F. Mance
Hilda Duce



CONSIDERATION LESS THAN \$100.00

[Signature] (SEAL)
Gladys Nye Hancock (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF FLORIDA }
COUNTY OF LAKE } SS.

I HEREBY CERTIFY that on this 13 day of June, A.D. 1950, before me, the undersigned authority, personally appeared H. Hancock and wife Gladys Nye Hancock, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my signature and official seal in said County and State, the day and year last aforesaid.

(Notarial Seal)

Hilda Duce
Notary Public

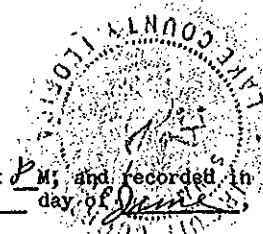
My commission expires:

9-3-52

Lake County, Florida

Received this 16 day of June, 1950 at 2 o'clock P.M. and recorded in Book 299 Page 428, and duly verified this 16 day of June, 1950.

Geo. J. Dykes
CLERK OF CIRCUIT COURT



By _____ D.C.

REC 26.00
DOC .60
TF 350

91 35836

BOOK 1117 PAGE 0805

GRANT OF RIGHT-OF-WAY EASEMENT

THIS GRANT OF RIGHT-OF-WAY EASEMENT (hereinafter referred to as the "Grant of Easement") is made and entered into this 17th day of July, 1991 by JOHN P. ADAMS and ANN D. ADAMS, his wife, whose address is Post Office Box 1667, Winter Haven, Florida 33884 (hereinafter together referred to as the "Grantor") and MAYNARD K. KNAPP, TRUSTEE, whose address is c/o LOWNDES, DROSDICK, DOSTER, KANTOR & REED, PROFESSIONAL ASSOCIATION, 215 North Eola Drive, Orlando, Florida 32802 (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the fee simple owner of a certain parcel of land located in Lake County, Florida being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Right-of-Way Area"); and

WHEREAS, of even date herewith, Grantor has conveyed to Grantee fee simple title to that certain parcel of land located in Lake County, Florida being more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Grantee Property"); and

WHEREAS, in order to promote the orderly development of the Grantee Property, the Grantor has agreed to grant an easement and right-of-way for road and utility purposes for the benefit of the Grantee Property as more particularly hereinafter set forth.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

This instrument was prepared by and should be returned to
RICHARD J. FILDES L-TC
Lowndes, Drosdick, Doster, Kantor & Reed
Professional Association
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802

402924
LAKE COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUL 18 1991
00.60

JUL 18 1 48 PM '91

1. Right-of-Way Easement. Grantor hereby grants, conveys, transfers and assigns unto Grantee for the benefit of the Grantee Property a nonexclusive easement upon, over, under, through and across the Right-of-Way Area for (i) the construction, installation, use, operation, maintenance, repair and replacement of a paved roadway and appurtenant structures and facilities for vehicular and pedestrian ingress and egress and (ii) the construction, installation, use, operation, maintenance, repair and replacement of utility lines, pipes, conduits, connections, lift stations, transformers, structures and facilities, including without limitation piping and appurtenant structures and facilities for sewer, water, electric, cable television, gas, stormwater transmission and such other utility services as may be necessary in the future to serve the Grantee Property (hereinafter referred to as the "Right-of-Way and Utilities Easement").

2. Term of Easement. The term of the Right-of-Way and Utilities Easement shall be perpetual.

3. Miscellaneous.

A. Modifications and Amendments. This Grant of Easement shall not be modified or amended except by written agreement executed by each of the parties hereto.

B. Governing Law. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of Florida.

C. Binding Effect. This Grant of Easement and the rights and easements set forth herein shall run with the land and shall bind and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

D. Notices. Any notices required or contemplated herein shall be deemed received by the party to receive such notice within five (5) days after deposit of such notice in the U. S. Mail, certified, return receipt requested, postage pre-paid and sent to the following addresses:

IF TO GRANTOR:

Mr. John P. Adams and
Mrs. Ann D. Adams
Post Office Box 1667
Winter Haven, Florida
33884

IF TO GRANTEE:


Maynard K. Knapp, Trustee
c/o Lowndes, Drosdick,
Doster,
Kantor & Reed, P. A.
215 North Eola Drive
Orlando, Florida 32801
Attn: John F. Lowndes,
Esquire

E. Assignment and Dedication by Grantee. Grantee shall have the right to dedicate and assign the rights and easements conveyed herein to Lake County and the public without the consent of Grantor upon execution and recordation among the Public Records of Lake County of an instrument so assigning and dedicating its rights and easements hereunder.

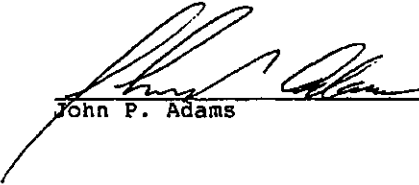
F. Captions. The captions and headings of each of the paragraphs herein are for convenience only and shall not change, alter or modify the provisions of such paragraphs.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement on the day and year first above written.

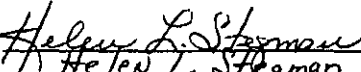
Signed, sealed and delivered in the presence of:



C. B. MYERS
(Print Name)



John P. Adams



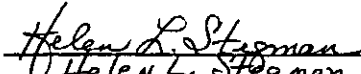
Helen L. Stegman
(Print Name)



C. B. MYERS
(Print Name)



Ann D. Adams



Helen L. Stegman
(Print Name)

"GRANTOR"

William T. Costolo
William T. Costolo
(Print Name)

Richard J. Fildes
Richard J. Fildes
(Print Name)

Maynard K. Knapp
Maynard K. Knapp, Trustee

BOOK 1117 PAGE 0808

"GRANTEE"

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 17th
day of July, 1991 by JOHN P. ADAMS.

Helen L. Stegman
Helen L. Stegman
(Print Name)
Notary Public
My Commission Expires: 2/26/1994

My Commission Expires February 26, 1994

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 17th
day of July, 1991 by ANN D. ADAMS.

Helen L. Stegman
Helen L. Stegman
(Print Name)
Notary Public
My Commission Expires: 2/26/1994

My Commission Expires February 26, 1994

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15th
day of July, 1991 by MAYNARD K. KNAPP, TRUSTEE.

William T. Costolo
William T. Costolo
(Print Name)
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 16, 1992
Dated This 27th Day of November 1991

EXHIBIT "A"

to Grant of Right-of-Way Easement by John P. Adams
and Ann D. Adams, his wife, as Grantor,
to Maynard K. Knapp, Trustee, as Grantee

BOOK 1117 PAGE 0809

That portion of Tract 17 of the Lake Highlands Company of Florida
Plat of Section 28, Township 22 South, Range 26 East, as recorded
in Plat Book 2, Page 28, Public Records of Lake County, Florida,
lying within 60 feet of the East boundary of said Section 28,
subject to existing right-of-way for Hancock Road and State Road
50.

EXHIBIT "B"

to Grant of Right-of-Way Easement by John P. Adams
and Ann D. Adams, his wife, as Grantor,
to Maynard K. Knapp, Trustee, as Grantee

PARCEL A

BOOK 1117 PAGE 0810

Tract 19, Tract 20, Tract 29, Tract 30, Tract 31, Tract 32, Tract 33 and Tract 34 of the Map of Property of Lake Highlands Company of Florida, recorded in Plat Book 2, Page 28 of the Public Records of Lake County, Florida, subject to road right-of-way of Hancock Road over the East 25 feet of Tract 32 and Tract 33.

The above described property is also described as follows:

Tract 1:

The South 1/2 of the NE 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, less Tract 17 and Tract 18 of the Map of Property of Lake Highlands Company of Florida recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, subject to road right-of-way of Hancock Road over the East 25 feet thereof.

Tract 2:

The North 1/2 of the NE 1/4 of the SE 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, subject to road right-of-way of Hancock Road over the East 25 feet thereof.

PARCEL B

The West 1/2 of the NW 1/4 of the SW 1/4 of the NW 1/4 of Section 27, Township 22 South, Range 26 East, Lake County, Florida, less the right-of-way for State Highway No. 50 on the North and subject to road right-of-way of Hancock Road over the West 25 feet thereof.

PARCEL C

The South 1/2 of the SW 1/4 of the NW 1/4 of Section 27, Township 22 South, Range 26 East, subject to road right-of-way of Hancock Road over the West 25 feet thereof.

PARCEL D

The NW 1/4 of the SW 1/4 of Section 27, Township 22 South, Range 26 East, subject to road right-of-way of Hancock Road over the West 25 feet thereof.

REC 7CC
DOC 60
TF 150

91 35838

BOOK 1117 PAGE 0817

NON-EXCLUSIVE EASEMENT DEED

THIS INDENTURE, made this 17th day of July, 1991 between JOHN P. ADAMS and ANN D. ADAMS, his wife, whose address is Post Office Box 1667, Winter Haven, Florida 33884, hereinafter together referred to as "Grantor"; and

Lake County, a political subdivision of the State of Florida, whose address is 123 North Sinclair Avenue, Tavares, Florida 32776.

WITNESSETH, that Grantor, for and in consideration, of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed to Lake County, its successors and assigns, the following described easement, situate, lying, and being in Lake County, Florida:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Said easements are hereby dedicated to the public for road, road-related, utility, and drainage purposes.

IN WITNESS WHEREOF, Grantor has executed this instrument in the manner provided by law, on the day and year first above written. Signed, Sealed and Delivered in our presence as witnesses:

Witnesses:

Grantors:

- 1. [Signature]
Print Name: C. B. MYERS
- 2. [Signature]
Print Name: Helen L. Stegman
- 1. [Signature]
Print Name: C. B. MYERS
- 2. [Signature]
Print Name: Helen L. Stegman

- [Signature]
John P. Adams
- [Signature]
Ann D. Adams

JUL 18 1 48 PM '91

COUNTY OF Polk
STATE OF Florida

Before me, the undersigned authority, personally appeared JOHN P. ADAMS and ANN D. ADAMS, his wife to me well known to be the individuals who executed the foregoing instrument, and who acknowledged before me that they executed the same freely and voluntarily for the uses and purposes set forth, with full authority to do so.

WITNESS my hand and official seal this 17th day of July, 1991.

[Signature]
Notary Public Helen L. Stegman
My Commission Expires: 2/26/1994
My Commission Expires February 26, 1994

56-H002bbc/YVB/vh
This instrument was prepared by and should be returned to
RICHARD J. FILDES WTC
Lowndes, Drosdick, Doster, Kantor & Reed
Professional Association
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802

This instrument was prepared by and should be returned to
RICHARD J. FILDES
Lowndes, Drosdick, Doster, Kantor & Reed
Professional Association
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802

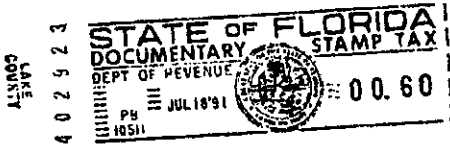
(Rev. 07/12/91)

EXHIBIT "A"

BOOK 1117 PAGE 0818

to
Non-Exclusive Easement Deed by
John P. Adams and Ann D. Adams, his wife,
as Grantor, and Lake County, as Grantee

That portion of Tract 17 of the Lake Highlands Company of Florida
Plat of Section 28, Township 22 South, Range 26 East, as recorded
in Plat Book 2, Page 28, Public Records of Lake County, Florida,
lying within 60 feet of the East boundary of said Section 28,
subject to existing right-of-way for Hancock Road and State Road
50.



IN WITNESS WHEREOF, Grantor has executed this instrument in the manner provided by law, on the day and year first above written. Signed, Sealed, and Delivered in our presence as witnesses:

Witnesses:

Grantor(s):
DEWITT ENTERPRISES, INC., a Florida Corporation

1. sign: _____

print name: _____

2. sign: _____

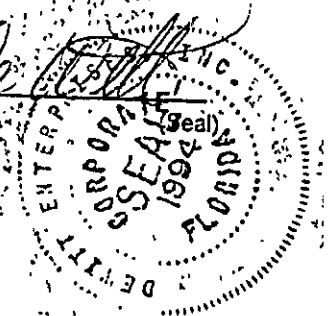
print name: _____

OR:
ATTEST:

sign: _____
Print Name and Title: _____ (Seal)

Ann L Severns
Ann L Severns
Secretary

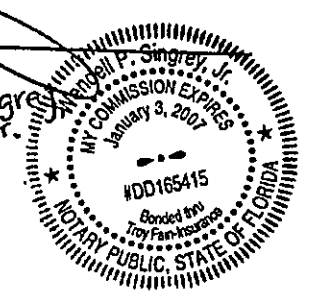
By: *DALE A DEWITT*
DALE A. DEWITT, President



State of Florida)
County of CLAY)

The foregoing instrument was acknowledged before me this 14th day of July, 2003, by DALE A. DEWITT, President of DEWITT ENTERPRISES, INC., a Florida Corporation, who is personally known to me or has produced _____ K1000 as identification.

Wendell P. Singrey Jr.
Notary Public (Signature)
Print Name: Wendell P. Singrey Jr.
Title or Rank:
Serial Number (if any):
My Commission Expires:



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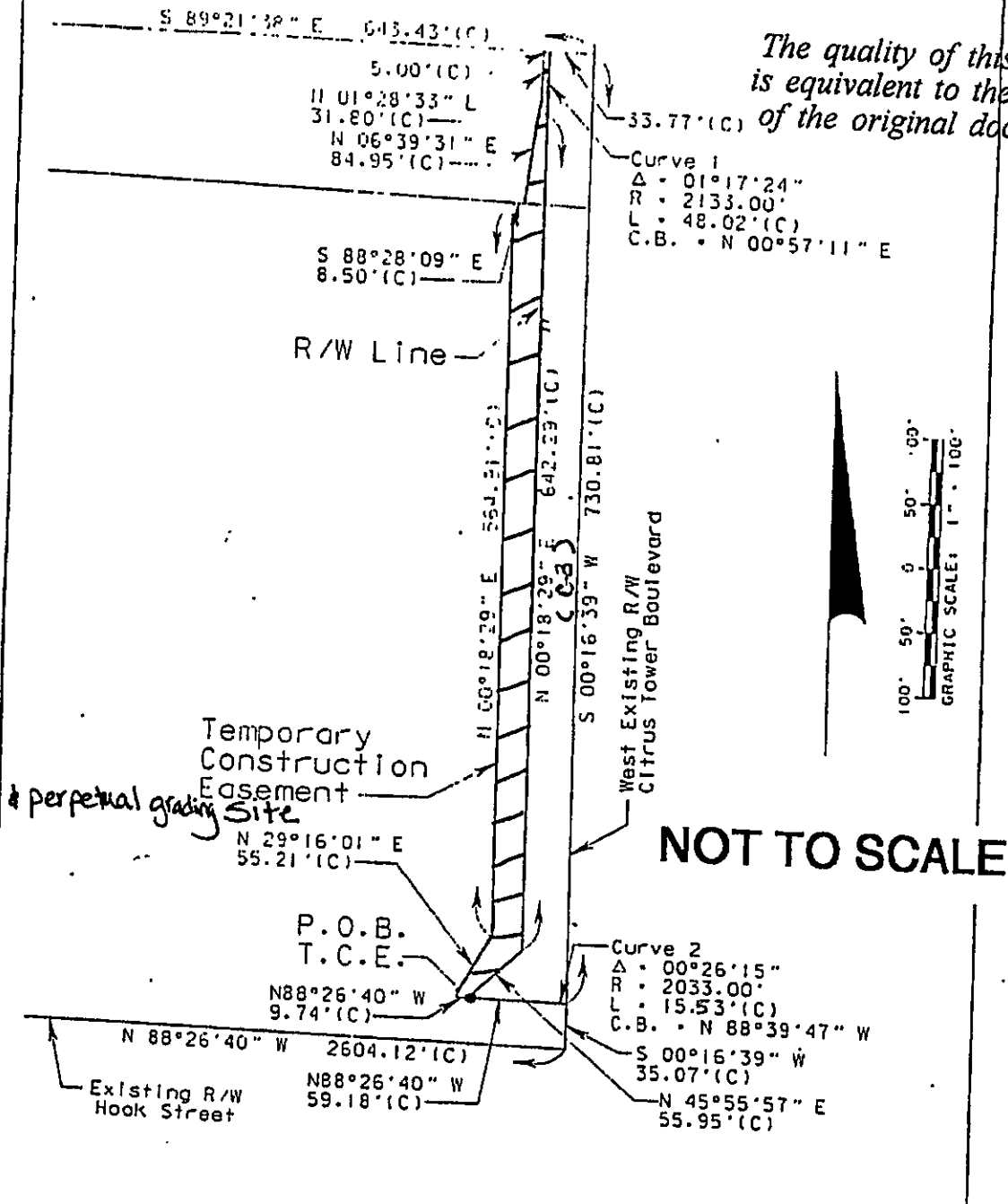
"EXHIBIT A"

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is equivalent to the quality
of the original document.*

A PORTION OF TRACTS 17 AND 32, LAKE HIGHLANDS CO. OF FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE RUN NORTH $00^{\circ}16'39''$ EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.41 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH $89^{\circ}43'21''$ WEST, A DISTANCE OF 15.00 FEET TO THE INTERSECTION OF THE WEST EXISTING RIGHT OF WAY LINE OF CITRUS TOWER BOULEVARD AND A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2033.00 FEET AND A CENTRAL ANGLE OF $00^{\circ}26'15''$; THENCE DEPARTING SAID WEST EXISTING RIGHT OF WAY LINE, RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CHORD BEARING OF NORTH $88^{\circ}39'47''$ WEST, A DISTANCE OF 15.53 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH $88^{\circ}26'40''$ WEST, A DISTANCE OF 59.18 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH $88^{\circ}26'40''$ WEST, A DISTANCE OF 9.74 FEET; THENCE RUN NORTH $29^{\circ}16'01''$ EAST, A DISTANCE OF 55.21 FEET; THENCE RUN NORTH $00^{\circ}18'29''$ EAST, A DISTANCE OF 564.91 FEET; THENCE RUN SOUTH $88^{\circ}28'09''$ EAST, A DISTANCE OF 8.50 FEET; THENCE RUN NORTH $06^{\circ}39'31''$ EAST, A DISTANCE OF 84.95 FEET; THENCE RUN NORTH $01^{\circ}28'33''$ EAST, A DISTANCE OF 31.80 FEET; THENCE RUN SOUTH $89^{\circ}21'38''$ EAST, A DISTANCE OF 5.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2133.00 FEET AND A CENTRAL ANGLE OF $01^{\circ}17'24''$; THENCE THROUGH A CHORD BEARING OF SOUTH $00^{\circ}57'11''$ WEST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 48.02 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $00^{\circ}18'29''$ WEST, A DISTANCE OF 642.29 FEET; THENCE RUN SOUTH $45^{\circ}55'57''$ WEST, A DISTANCE OF 55.95 FEET TO THE POINT OF BEGINNING.

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NOT TO SCALE

SKETCH OF DESCRIPTION ONLY
NOT A SURVEY

"This drawing was prepared for the sole purpose of compliance with Florida Statute 28.222(4) and is not a survey but a sketch only. The parties hereto agree that this sketch is only intended to graphically represent the legal description(s) written on the document to which this drawing is attached. Should any discrepancy exist between this drawing and that writing then the writing shall prevail. THE PREPARER ACCEPTS ABSOLUTELY NO LIABILITY FOR THE PREPARATION OR RECORDATION THEREOF."

LAKE COUNTY RIGHT OF WAY MAPPING			
RIGHT OF WAY PARCEL SKETCH			
CITRUS TOWER BOULEVARD		LAKE COUNTY	
	BY	DATE	APPROVED BY
PRELIM	S. WARD	03/21/02	
FINAL	S. WARD	03/21/02	
CHECKED	D. DEAL	03/21/02	
LEGAL AND SKETCH PREPARED BY: bowyer-singleton & associates, inc.			FIELD BOOK NO.'S
			SCALE: 1" = 100'
OWNER: DEWITT ENTERPRISES, INC.			SHEET 2 OF 4

with such additional lands as may be subjected to this Declaration by Developer in accordance with the provisions of Article II hereof.

(e) "Site Plan" shall be the depiction of the Property as set forth on Exhibit "B" attached hereto and incorporated herein by reference. Developer may amend the Site Plan in its sole discretion, without the joinder or consent of any other party, by recording an amendment to this Declaration in the Public Records of Lake County, Florida.

(f) "SJRWMD" shall mean and refer to the St. Johns River Water Management District.

(g) "SJRWMD Permit" shall mean and refer to SJRWMD Permit Number 40-069-84016-1 issued February 12, 2003.

(h) "Surface Water Management System" shall mean and refer to all drainage facilities, retention or detention facilities, and related appurtenances and facilities which together constitute and comprise the surface water management and drainage system for the Property, to be constructed and installed by Developer in accordance with the requirements of the SJRWMD Permit.

(i) "Tenant" shall mean any person who is a lessee or sublessee of Developer for a premises located on the Property.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The Property which, initially, is subject to this Declaration is located in Lake County, Florida, and is more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE.**

all of which real property and all additions thereto, is herein referred to collectively as the "Property".

Section 2. Additions to Property. Developer shall have the right from time-to-time to submit other land to the provisions hereof by recording a supplemental declaration to subject and impose the terms and conditions of this Declaration upon such lands, which shall not require the consent of then existing Tenants or any mortgagee. To the extent that additional lands shall be subjected to this Declaration as a part of a common scheme, thereafter reference herein to the Property shall be deemed to include all of such additional property. Nothing herein, however, shall obligate Developer to add to the Property, or to develop any such future portions under such common scheme.

ARTICLE III
EASEMENTS

Section 1. Easements Generally. Developer, on behalf of itself and for the benefit, where so stated, of the City, all Tenants, and other specified parties, and also for the benefit of all real property from time-to-time included within the Property, hereby creates, declares and reserves the following non-exclusive easements upon those affected portions of the Property hereinafter specified.

Section 2. Ingress, Egress and Passage Easement. There is hereby created, declared, granted and reserved for the benefit of Developer, the City and all Tenants, and their respective employees, guests and invitees, and governmental bodies, and also for the benefit of all private persons and public agencies providing pickup and delivery, fire protection, law enforcement, utility and other governmental services, including the United States Postal Service, a non-exclusive easement for pedestrian and vehicular ingress, egress and passage over and upon all paved entranceways, driveways, access ways and parking lot areas as same may be constructed and located upon the Property from time-to-time.

Section 3. Utility Easements. There is hereby created, declared, granted and reserved for the benefit of Developer, the City, all Tenants and any public or private providers of utility services to the Property and their respective successors and assigns, a non-exclusive easement for utility purposes over, under, within and upon all portions of the Property not within the footprint of a building for the purposes of constructing, installing, inspecting, connecting to, maintaining, repairing and replacing from time-to-time any and all utility lines, systems and facilities from time-to-time located therein or thereon to service the Property. The utilities contemplated to be served by such utility easements shall include, without limitation, those providing the following service: electric power, sanitary sewer, potable water service, natural gas, telephone, cable television and water for irrigation purposes.

Section 4. Drainage Easements. There is hereby created, declared, granted and reserved for the benefit of Developer, and all Tenants a non-exclusive easement for use of the Surface Water Management System in order to provide for storm water collection, retention, detention and drainage over, upon and within the Property, together with an easement and license to enter upon such easements and easement areas for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing any and all storm water drainage systems, improvements and facilities from time-to-time located therein or thereon. The easements hereinabove created, declared and reserved, contemplate the construction of water drainage improvements and facilities in order to comply with all applicable requirements of the SJRWMD, as set forth in the SJRWMD Permit.

ARTICLE IV
MAINTENANCE OF INFRASTRUCTURE IMPROVEMENTS

The Infrastructure Improvements have been or will be constructed and installed by Developer substantially in accordance the plans for the Property as approved by the City, and/or

the SJRWMD. Beginning from the date of final completion of the Infrastructure Improvements, as same are completed or each portion of same is completed, which completion shall be evidenced by acceptance or approval by the applicable governmental agencies with jurisdiction over the Infrastructure Improvements, Developer shall be responsible for the maintenance of the Infrastructure Improvements. Developer shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Infrastructure Improvements. Notwithstanding anything to the contrary herein, Developer shall be absolutely responsible for and shall at all times maintain the Surface Water Management System and other related improvements hereinabove set forth in strict accordance with the requirements of the SJRWMD Permit.

All such maintenance, repairs or replacements pursuant to this Section and all expenses incurred thereby shall be paid for by the Tenants through common area maintenance assessments imposed in accordance with their respective leases.

ARTICLE V COMMON AREA MAINTENANCE

Developer shall be responsible for maintenance of the common areas of the Property in accordance with its leases with Tenants. The expenses incurred by Developer therefor shall be paid for by the Tenants through common area maintenance assessments imposed in accordance with their respective leases.

ARTICLE VI USE RESTRICTIONS

Section 1. Prohibited Uses. The following uses are prohibited on the Property:

- (i) Any obnoxious odor, noise or sound which can be heard or smelled outside of the Building, provided that any usual paging system shall be allowed and further provided that typical restaurant odors shall not be deemed prohibited hereby if such restaurant facilities have been properly constructed and maintained so as not to pollute.
- (ii) Any operation primarily used as a warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
- (iii) Any mobile home, trailer court, labor camp, junk yard or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance).
- (iv) Any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located in the rear of any Building).
- (v) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.

(vi) Any automobile, truck, trailer or RV sales, leasing or display or facility doing auto body repair.

(vii) Any bowling alley.

(viii) Any skating rink, school or place of public assembly.

(ix) Any living quarters, sleeping apartments or lodging rooms.

(x) Any veterinary hospital or animal raising facility (except that this provision shall not prohibit pet shops such as PetsMart or PetStuff or the maintenance of live animals for sale or the provision of veterinary services in conjunction with the operation of any such pet shop).

(xi) Any mortuary.

(xii) Any establishment which has as its principal business the selling or exhibiting of pornographic materials, including, without limitation any adult book or film store and any adult entertainment nightclub.

(xiii) Any flea market, amusement arcade, bingo parlor, pool or billiard hall, dance hall or discotheque, carnival, circus or off-track betting parlor.

(xiv) Any car wash or any gasoline service station.

(xv) Any health club or health spa.

(xvi) The overnight storage of motor vehicles.

(xvii) Any central laundry, dry cleaning plant or laundromat.

(xviii) Any so called "head shop" and the sale of rolling paper and other drug paraphernalia.

Section 2. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. No use of any of the Lots shall be permitted which use involves the emission of excessive noise or odors, vibration, or smoke. The determination by Developer that an activity is violative of this Section shall be conclusive. Except as may be expressly permitted in Tenant's lease, no storage or display of material or products outside any building or other structure on any Lot shall be permitted.

Section 3. Signs. No sign of any kind on the exterior of any building or visible from any street, parking or driveway area shall be displayed to the public view on the Property, without Developer's prior written consent or in accordance with a Tenant's lease. Billboards or other outdoor advertising signs, other than those identifying the name, business and products of a person or firm of a principal use on any Lot shall not be permitted. No flashing, glaring or

animated signs or off-site advertisement signs shall be permitted. Directional signs shall be of a uniform type and size, as prescribed by Developer.

Section 4. Pets, Livestock and Poultry. No animals, livestock, household pets or poultry of any kind shall be raised or bred for any commercial purpose.

Section 5. Off-Street Parking and Service Areas. Automobile, truck or other motor vehicle service areas are to be located on the side of any building not facing a street. Front loading docks and platforms shall not be permitted. Motor vehicle parking shall be permitted only upon paved and properly drained surfaces.

Section 6. Setbacks; Exterior Appearances; Landscaping; Drainage Ditches; and Swales. Setbacks within the Property shall be in accordance with the ordinances, codes and requirements of the City and in accordance with the SJRWMD Permit, whichever is more restrictive. The paint, coating, stain and other exterior finishings and colors on all buildings on all Lots may be maintained as that originally installed without prior approval of Developer, but prior approval by Developer shall be necessary before any such exterior finishing or color is changed. Developer may modify or waive requirements hereunder including but not limited to setback requirements and the discretion to modify or waive any requirement shall be in the sole and absolute discretion of Developer.

Section 7. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by Developer or in accordance with a Tenant's lease. All requirements made from time-to-time by applicable governmental authorities for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 8. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed or approved by Developer.

Section 9. Destruction of Buildings on the Property. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than ninety (90) days from the time of such destruction. If reconstruction or repair of any such building or improvement is not so commenced within ninety (90) days, the Owner thereof shall raze or remove same promptly.

ARTICLE VII **ARCHITECTURAL CONTROL**

No building, wall, fence, sign or other structure or improvements of any nature (including landscaping or exterior paint or finish) shall be erected, placed or altered on any Lot or portion of the Property until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials, as may be required by Developer, have been approved in writing by Developer as set forth in this Article and all necessary governmental permits are obtained. Each building, wall, fence, sign or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable

governmental permits and requirements. Refusal of approvals of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and absolute discretion of Developer may deem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, including but not limited to a change of color, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. Developer shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Article.

ARTICLE VIII LIMITATIONS

The Property is and shall, at all times, be subject to the terms, conditions and requirements of the SJRWMD Permit. This Declaration may not be changed, amended, altered or modified in any fashion which would affect the Surface Water Management System or the SJRWMD Permit without the express prior written consent and approval of Developer. No Tenant may, in any way change, amend, alter or modify in any manner the SJRWMD Permit or attempt to change, amend, alter or modify the SJRWMD Permit without the prior express written consent and approval of Developer. Further, this Declaration may not be changed, amended, altered or modified in any manner which would affect the obligation of Developer to maintain the Infrastructure Improvements including the Surface Water Management System and/or the obligation of Developer to establish, levy, enforce and collect Assessments for such purposes.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of Developer, and the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for up to four (4) successive periods often (10) years each, unless an instrument signed by the Declarant has been recorded, to terminate this Declaration; provided, however, that no such agreement to revoke shall be effective unless made and recorded six (6) months in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Tenant at least ninety (90) days in advance of any action taken. Notwithstanding the foregoing, this Declaration shall expire on May 31, 2059, unless the then fee simple owner of the Property, in such owner's sole and absolute discretion, records an instrument of record which acknowledges such owner's assent to the continuance of this Declaration in accordance with the foregoing terms.

Section 2. Notice. Any notice required to be sent to Declarant or any Tenant under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person in accordance with the applicable lease at the time of such mailing.

Section 3. Enforcement. The terms, provisions, covenants, conditions, restrictions, easements and reservations set forth in this Declaration, as changed, amended or modified from

time-to-time, shall be enforceable by Developer, its successors and assigns. Those so entitled to enforce the provisions of this Declaration shall have the right to bring proceedings at law or in equity against the part or parties violating or attempting to violate any of said covenants, conditions, restrictions, easements or reservations or against the party or parties defaulting or attempting to default in his, its or their obligations hereunder in order to (a) enjoin any such violation or attempted violation or any such default or attempted default, (b) cause any such violation or attempted violation or default or attempted default to be cured, remedied or corrected, (c) recover damages resulting from or occasioned by or on account of any such violation or attempted violation or default or attempted default, and (d) recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with the enforcement of this Declaration.

Section 4. Attorneys' Fees. In the event that legal or equitable proceedings are instituted or brought to enforce any of the provisions set forth in this Declaration, as changed, amended and modified from time-to-time, or to enjoin any violation or attempted violation or default or attempted default of the same, the prevailing party in such proceeding shall be entitled to recover from the losing party such reasonable attorneys' fees and court costs as may be awarded by the Court rendering judgment in such proceedings. When used herein, any reference to attorneys' fees or similar fees shall be deemed to include attorney (in-house and outside counsel), paralegal, legal assistant and related fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any bankruptcy action, in any declaratory action, at trial or on appeal.

Section 5. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 6. Amendment. Subject to any limitations stated herein, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time-to-time by Developer.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Lake County, Florida public records.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion or other action by Developer, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by Developer shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of Developer, except as otherwise set forth herein. This Declaration shall be interpreted by Developer and an opinion of counsel to Developer rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. Covenants Running With The Land. This Declaration is intended to be a covenant running with the land for the duration of this Declaration, as such duration is set forth in Section 1 of this Article XI.

IN WITNESS WHEREOF, Developer has executed this Declaration as of the date first-above written.

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

Gloria J. Hall
Signature of Witness

GLORIA J. HALL
Printed Name of Witness

Jocanne Mohammed
Signature of Witness

Jocanne Mohammed
Printed Name of Witness

“DEVELOPER”:

COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company

BY: Robert M. Shakar
Robert M. Shakar, President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 29th day of September, 2003, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

GLORIA J. HALL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD124282
EXPIRES 09/15/2006
BONDED THRU 1-800-NOTARY1

Gloria J. Hall
Notary Public Signature

GLORIA J. HALL
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD124282
My Commission Expires: 9/15/06

JOINDER OF PROPERTY OWNER

ADAMS FAMILY LIMITED PARTNERSHIP, a Florida partnership ("Owner"), the record title owner of this Property, hereby consents to the recordation of the foregoing Declaration.

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

ADAMS FAMILY LIMITED PARTNERSHIP, a Florida partnership

Linda W. Justice
Signature of Witness
Linda W. Justice
Printed Name of Witness

By: John P. Adams
John P. Adams, Partner

Helmut P. Stegman
Signature of Witness
Helmut Stegman
Printed Name of Witness

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

By: Ann D. Adams
Ann D. Adams, Partner

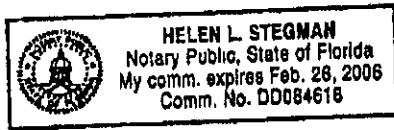
John Pittman
Signature of Witness
JOHN PITTMAN
Printed Name of Witness

Susan Pittman
Signature of Witness
Susan Pittman
Printed Name of Witness

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 12th day of September, 2003, by John P. Adams, as Partner of ADAMS FAMILY LIMITED PARTNERSHIP, a Florida partnership. He is personally known to me, ~~or has produced~~ _____ as identification.

(NOTARY SEAL)

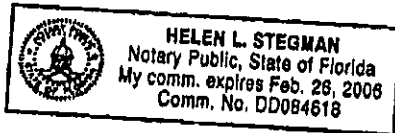


Helen L. Stegman
Notary Public Signature
Helen L. Stegman
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD084618
My Commission Expires: 2/26/2006

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 12th day of September, 2003, by Ann D. Adams, as Partner of ADAMS FAMILY LIMITED PARTNERSHIP, a Florida partnership. She is personally known to me, ~~or has produced~~ _____ as identification.

(NOTARY SEAL)



Helen L. Stegman
Notary Public Signature
Helen L. Stegman
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD084618
My Commission Expires: 2/26/2006

EXHIBIT "A"LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, ALONG THE SOUTHERLY RIGHT OF LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 477.01 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°36'23"W, A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING;

THENCE S00°36'23"W, A DISTANCE OF 250.97 FEET TO A POINT; THENCE S78°47'55"W, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N89°33'24"W, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N00°57'13"E, A DISTANCE OF 70.88 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 5.03 FEET TO A POINT; THENCE N00°34'20"E, A DISTANCE OF 187.75 FEET TO A POINT; THENCE N56°50'34"E, A DISTANCE OF 29.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF N68°06'12"E, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE S89°25'24"E, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A CHORD BEARING AND DISTANCE OF S64°58'36"E, 45.88 FEET) FOR AN ARC DISTANCE OF 47.66 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22°31'54" AND A CHORD BEARING AND DISTANCE OF N76°32'14"E, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY); THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 520.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO THE POINT OF BEGINNING;

THENCE S89°32'18"W, A DISTANCE OF 468.19 FEET TO A POINT; THENCE N00°27'13"E, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S88°55'58"E, A DISTANCE OF 29.95 FEET TO A POINT; THENCE N01°04'02"E, A DISTANCE OF 4.68 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF N45°50'12"E, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 129.43 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF N75°21'52"E, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF N75°49'12"E, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 153.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF N82°08'55"E, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF N75°55'25"E, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF NON-TANGENCY; THENCE S00°36'23"W, A DISTANCE OF 84.60 FEET TO A POINT; THENCE S08°42'51"E, A DISTANCE OF 44.08 FEET TO A POINT; THENCE S00°07'55"W, A DISTANCE OF 154.64 FEET TO THE POINT OF BEGINNING.

AND

EXHIBIT A

2 of 3

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 125.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,

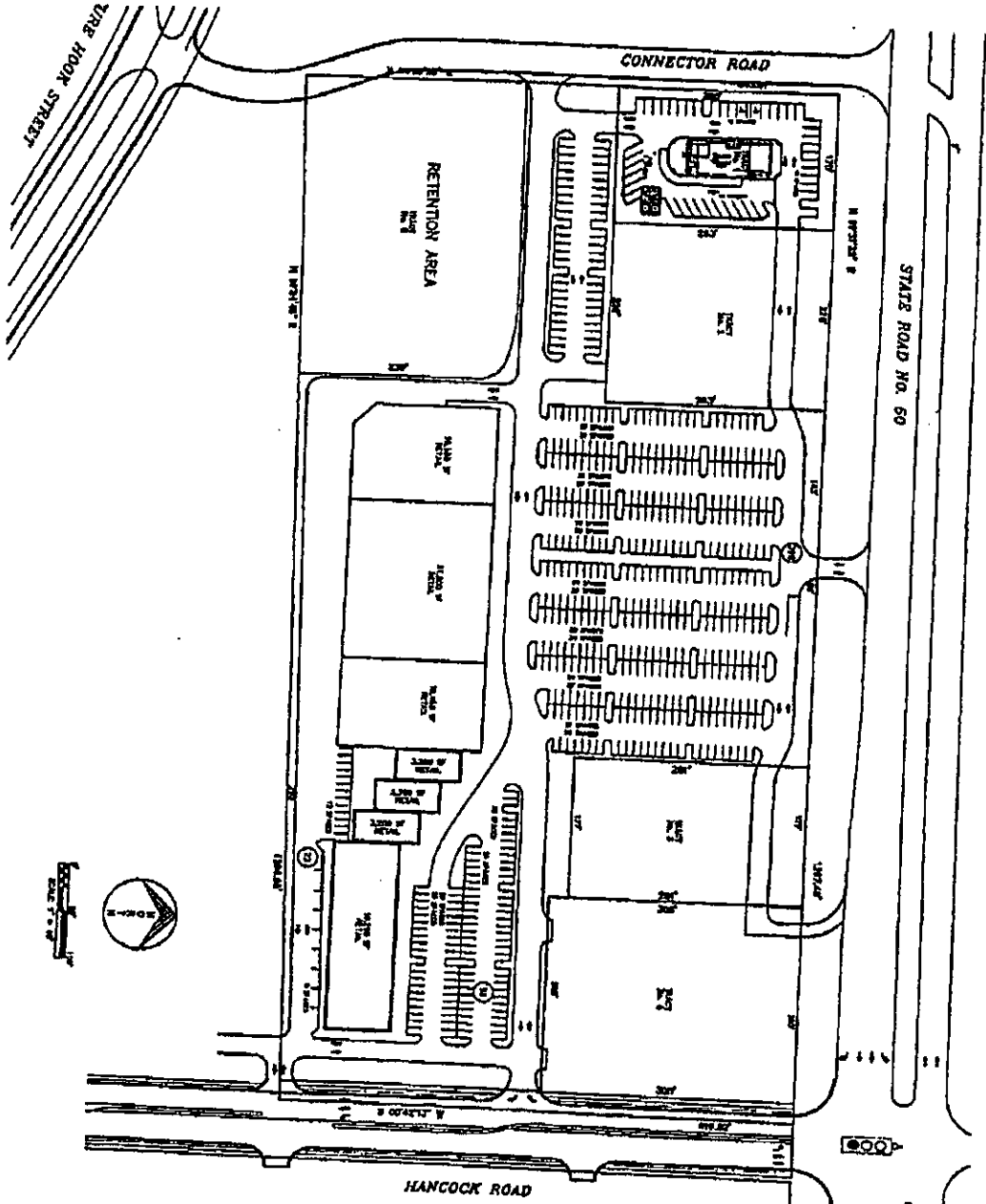
EXHIBIT A

303

EXHIBIT "B"

SITE PLAN

SEE ATTACHED



Building	Area (sq ft)	Volume (cu ft)	Foundation Data
Building 1	20,000 S.F.	110,000	10' x 10' x 10'
Building 2	15,000 S.F.	80,000	10' x 10' x 10'
Building 3	12,000 S.F.	60,000	10' x 10' x 10'
Building 4	10,000 S.F.	50,000	10' x 10' x 10'
Building 5	8,000 S.F.	40,000	10' x 10' x 10'
Building 6	6,000 S.F.	30,000	10' x 10' x 10'
Building 7	4,000 S.F.	20,000	10' x 10' x 10'
Building 8	2,000 S.F.	10,000	10' x 10' x 10'
Building 9	1,000 S.F.	5,000	10' x 10' x 10'
Building 10	500 S.F.	2,500	10' x 10' x 10'

SP-1

College Station Center
1500 East 15th St & Hancock Ave
College Station, TX

Presco Associates, LLC
200 East 15th St
College Station, TX 77801

Cubaci & Peterson, Architects
200 East 15th St
College Station, TX 77801

SITE PLAN

4. Liens on Landlord's Interest Prohibited. During the term of this Lease, Tenant shall keep the Premises free and clear of any and all mechanics' and materialmen's liens or other liens arising out of or in connection with work or labor done or services performed or materials or appliances used or furnished for or in connection with any construction, alteration or repair to improvements on the Land. Tenant shall pay and discharge any and all such claims on which any such lien may be based and will indemnify Landlord from and against any and all liens and claims of liens and suits or other proceedings brought as a result of any such liens. If Tenant desires to contest any such lien, Tenant shall, within thirty (30) days after receipt of request from Landlord, remove such lien to other security that the lien is no longer a lien on the Premises.

5. This Memorandum is being recorded for the purpose of providing constructive notice of the existence of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed on or as of the day and year first above written.

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

Linda W. Justice
Signature of Witness

Linda W. Justice
Printed Name of Witness

Helen L. Stegman
Signature of Witness

Helen L. Stegman
Printed Name of Witness

Linda W. Justice
Signature of Witness

Linda W. Justice
Printed Name of Witness

Helen L. Stegman
Signature of Witness

Helen L. Stegman
Printed Name of Witness

"LANDLORD":

**JOHN P. ADAMS AND ANN D. ADAMS
FAMILY LIMITED PARTNERSHIP, a
Florida limited partnership**

By: [Signature]
John P. Adams, General Partner

By: [Signature]
Ann D. Adams, General Partner

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

Gloria J. Hall
Signature of Witness
GLORIA J. HALL
Printed Name of Witness

Jocanne Mohammed
Signature of Witness
Jocanne Mohammed
Printed Name of Witness

"TENANT":

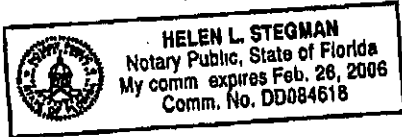
COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company

By: Robert M. Shakar
Robert M. Shakar, President

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by John P. Adams, as a General Partner of **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, on behalf of said limited partnership. He is personally known to me, or has produced _____ as identification.

(NOTARY SEAL)

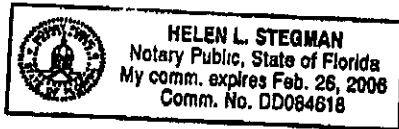


Helen L. Stegman
Notary Public Signature
Helen L. Stegman
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD084618
My Commission Expires: 2/26/2006

STATE OF FLORIDA
COUNTY OF PK

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by Ann D. Adams, as a General Partner of **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, on behalf of said limited partnership. She is personally known to me, or has produced _____ as identification.

(NOTARY SEAL)



Helen L. Stegman
Notary Public Signature

Helen L. Stegman
(Name typed, printed or stamped)

Notary Public, State of Florida
Commission No.: DD084618
My Commission Expires: 2/26/2008

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 4th day of February, 2004, by Robert M. Shakar, as President of **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Gloria J. Hall
Notary Public Signature

GLORIA J. HALL
(Name typed, printed or stamped)

Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

The quality of this image is equivalent to the quality of the original document.

EXHIBIT "A"

LEGAL DESCRIPTION
(PHASE I)

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S78°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'53"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT;

(LEGAL DESCRIPTION CONTINUED ON NEXT PAGE)

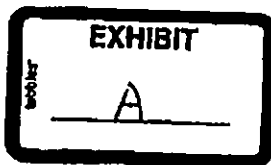
PAGE 1 OF 2

The quality of this image
is equivalent to the quality
of the original document.

LEGAL DESCRIPTION CONTINUED

THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE
S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE
S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY
RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT
OF WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE
OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT
CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A
CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF
N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A
POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF
SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND
DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A
POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT
(SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF
15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31
FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST
LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE
N00°38'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF
SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID
HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON
THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE
LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION
28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET
CONNECTOR, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF
SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE
LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,

SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND
DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A
POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT
(SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF
15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31
FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST
LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE
N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF
SAID SECTION 28, A DISTANCE OF 447.23 FEET TO A POINT ON THE
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING
THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28,
S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE
ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°34'20"W, A
DISTANCE OF 261.02 FEET TO A POINT; THENCE S89°23'37"E, A
DISTANCE OF 5.03 FEET TO A POINT; THENCE S00°57'13"W, A DISTANCE
OF 70.88 FEET TO A POINT; THENCE S89°39'24"E, A DISTANCE OF
360.71 FEET TO A POINT; THENCE N78°47'55"E, A DISTANCE OF 85.83
FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 313.14 FEET TO
A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50;
THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID
STATE ROAD 50, A DISTANCE OF 427.04 FEET TO THE POINT OF
BEGINNING.



PAGE 2 OF 2

6/14/06 = 52.50

CFN 2006045123
Bk 03117 Pgs 0911 - 916; (6pgs)
DATE: 03/23/2006 09:45:50 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 52.50

THIS INSTRUMENT WAS PREPARED BY
~~AND SHOULD BE RETURNED TO:~~

Stephen E. Cook, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

AMENDMENT TO MEMORANDUM OF LEASE
COLLEGE STATION RETAIL CENTER (PHASE I)

THIS AMENDMENT TO MEMORANDUM OF LEASE (this "Amendment") is entered into as of the 3rd day of March, 2006, by and between **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, whose address is P. O. Box 1667, Winter Haven, Florida 33880 ("Landlord"), and **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company, whose address is 232 Mohawk Road, Clermont, Florida 34711 ("Tenant");

WITNESSETH:

WHEREAS, Landlord and Tenant recorded that certain Memorandum of Lease in Official Records Book 2520, Page 782, Public Records of Lake County, Florida ("Memorandum"); and

WHEREAS, Landlord and Tenant desire to amend the legal description attached to the Memorandum to correct a scrivener's error with respect thereto.

NOW THEREFORE, with respect to the Memorandum, Landlord and Tenant hereby acknowledge and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The legal description attached to the Memorandum as Exhibit "A" thereto is hereby deleted, and in its place is substituted the legal description which is attached to this Amendment as Exhibit "A".
3. Except as modified by the terms of this Amendment, the terms and conditions of the Memorandum are hereby ratified and confirmed by the parties. All defined terms used in this Amendment shall have the meaning assigned to them in the Memorandum, unless otherwise expressly set forth herein. In the event of a conflict between the terms of this Amendment and the terms of the Memorandum, the terms of the Memorandum shall govern.

[Remainder of page intentionally left blank]

0139030\091569\855186\1

RETURN TO: 100610247027
CHICAGO TITLE INSURANCE COMPANY
495 STATE ROAD 436
CASSELBERRY, FLORIDA 32707
R

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to Memorandum of Lease to be duly executed on or as of the day and year first-above written.

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

Jennifer Beaudue
Signature of Witness
Jennifer Beaudue
Printed Name of Witness

Angela D. Lee
Signature of Witness
Angela D. Lee
Printed Name of Witness

Jennifer Beaudue
Signature of Witness
Jennifer Beaudue
Printed Name of Witness

Angela D. Lee
Signature of Witness
Angela D. Lee
Printed Name of Witness

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

Gloria J. Hall
Signature of Witness
GLORIA J. HALL
Printed Name of Witness

Joanne Mohammed
Signature of Witness
Joanne Mohammed
Printed Name of Witness

“LANDLORD”:

JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP, a Florida limited partnership

By: John P. Adams
John P. Adams, General Partner

By: Ann D. Adams
Ann D. Adams, General Partner

(SEAL)

“TENANT”:

COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company

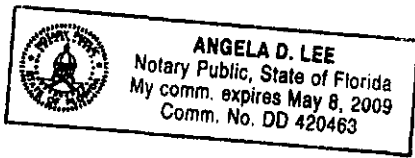
By: Robert M. Shakar
Robert M. Shakar, President

(SEAL)

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 3rd day of March, 2006, by John P. Adams, as a General Partner of **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, on behalf of said limited partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



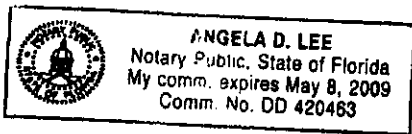
Angela D. Lee
Notary Public Signature

Angela D. Lee
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 3rd day of March, 2006, by Ann D. Adams, as a General Partner of **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, on behalf of said limited partnership. She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Angela D. Lee
Notary Public Signature

Angela D. Lee
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 27th day of JANUARY, 2006, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

GLORIA J. HALL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD124282
EXPIRES 09/15/2006
BONDED THRU 1-888-NOTARY1

Gloria J. Hall
Notary Public Signature

GLORIA J. HALL
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT;

01390300915698551861

THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE
 S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE
 S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY
 RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT OF
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 OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT
 CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A
 CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF
 N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A
 POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF
 SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND
 DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A
 POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT
 (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF
 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31
 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST
 LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE
 N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF
 SAID SECTION 28, A DISTANCE OF 447.23 FEET TO A POINT ON THE
 SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING
 THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28,
 S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE
 ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE
 SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°34'20"W, A
 DISTANCE OF 261.02 FEET TO A POINT; THENCE S89°23'37"E, A
 DISTANCE OF 5.03 FEET TO A POINT; THENCE S00°57'13"W, A DISTANCE
 OF 70.88 FEET TO A POINT; THENCE S89°33'24"E, A DISTANCE OF
 360.71 FEET TO A POINT; THENCE N78°47'55"E, A DISTANCE OF 85.83
 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 313.14 FEET TO
 A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50;
 THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID
 STATE ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF
 BEGINNING.



PAGE 2 OF 2

CFN 2004038361
Bk 02532 Pgs 0508 - 613; (6pgs)
DATE: 03/24/2004 03:11:21 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 25.00
TRUST FUND 3.58

**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Stephen E. Cook, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

MEMORANDUM OF LEASE
College Station Retail Center (Phase II)

THIS MEMORANDUM OF LEASE, entered into as of this 4th day of February, 2004, by and between **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida partnership, whose address is Post Office Box 1667, Winter Haven, Florida 33880 (as "Landlord"), and **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company, whose address is 232 Mohawk Road, Clermont, Florida 34711 (as "Tenant");

WITNESSETH:

THAT, Landlord and Mercator Properties, Inc. have heretofore entered into a certain Lease Agreement dated June 4, 1997, as assigned to Tenant by that certain Assignment and Assumption of Lease dated as of May 2, 2003 and as subsequently amended by that certain Amended and Partially Restated Lease Agreement (Phase II) dated as of June 4, 1997 (the "Lease") for certain real property located in Lake County, Florida which consists of the Land more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, it is the desire of both Landlord and Tenant to memorialize the Lease and set forth certain pertinent data with respect thereto,

NOW THEREFORE, with respect to the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

1. Demise. The Premises have been and are hereby demised, let and leased by Landlord to Tenant, and taken and accepted by Tenant from Landlord, all pursuant to and in accordance with the Lease.
2. Term. The Term of the Lease is for a period of sixty-two (62) years commencing on June 1, 1997, and terminating on May 31, 2059, unless otherwise terminated as provided by the Lease (the "Lease Term").
3. Possession. Landlord has delivered possession of the Premises to Tenant and Tenant has accepted delivery and taken possession of the Premises from Landlord.

0139030/091569/685721v2
Phase II

4. Liens on Landlord's Interest Prohibited. During the term of this Lease, Tenant shall keep the Premises free and clear of any and all mechanics' and materialmen's liens or other liens arising out of or in connection with work or labor done or services performed or materials or appliances used or furnished for or in connection with any construction, alteration or repair to improvements on the Land. Tenant shall pay and discharge any and all such claims on which any such lien may be based and will indemnify Landlord from and against any and all liens and claims of liens and suits or other proceedings brought as a result of any such liens. If Tenant desires to contest any such lien, Tenant shall, within thirty (30) days after receipt of request from Landlord, remove such lien to other security that the lien is no longer a lien on the Premises.

5. This Memorandum is being recorded for the purpose of providing constructive notice of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed on or as of the day and year first above written.

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

Linda W. Justice
Signature of Witness

Linda W. Justice
Printed Name of Witness

Helen L. Stegman
Signature of Witness

Helen L. Stegman
Printed Name of Witness

Linda W. Justice
Signature of Witness

Linda W. Justice
Printed Name of Witness

Helen L. Stegman
Signature of Witness

Helen L. Stegman
Printed Name of Witness

"LANDLORD":

**JOHN P. ADAMS AND ANN D. ADAMS
FAMILY LIMITED PARTNERSHIP, a
Florida limited partnership**

By: John P. Adams
John P. Adams, General Partner

By: Ann D. Adams
Ann D. Adams, General Partner

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

Gloria J. Hall
Signature of Witness
GLORIA J. HALL
Printed Name of Witness

Jeanne Mohammed
Signature of Witness
Jeanne Mohammed
Printed Name of Witness

"TENANT":

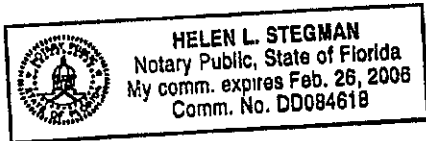
COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company

By: Robert M. Shakar
Robert M. Shakar, President

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by John P. Adams, as a General Partner of **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, on behalf of said limited partnership. He is personally known to me ~~or has produced~~ _____ as identification.

(NOTARY SEAL)



Helen L. Stegman
Notary Public Signature

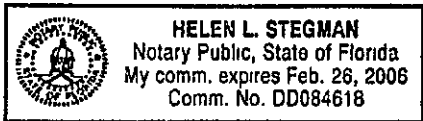
Helen L. Stegman
(Name typed, printed or stamped)

Notary Public, State of Florida
Commission No.: DD084618
My Commission Expires: 2/26/2006

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 6th day of February, 2004, by Ann D. Adams, as a General Partner of **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, on behalf of said limited partnership. She is personally known to me, ~~or has produced~~ _____ ~~as~~ identification.

(NOTARY SEAL)

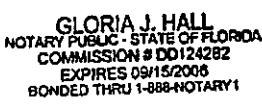


Helen L. Stegman
Notary Public Signature
Helen L. Stegman
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD084618
My Commission Expires: 2/26/2006

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 4th day of February, 2004, by Robert M. Shakar, as President of **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Gloria J. Hall
Notary Public Signature
GLORIA J. HALL
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

The quality of this image
is equivalent to the quality
of the original document.

EXHIBIT "A"

LEGAL DESCRIPTION

(Phase II)

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, ALONG THE SOUTHERLY RIGHT OF LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 477.01 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°36'23"W, A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING;

THENCE S00°36'23"W, A DISTANCE OF 250.97 FEET TO A POINT; THENCE S78°47'55"W, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N89°33'24"W, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N00°57'13"E, A DISTANCE OF 70.88 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 5.03 FEET TO A POINT; THENCE N00°34'20"E, A DISTANCE OF 187.75 FEET TO A POINT; THENCE N56°50'34"E, A DISTANCE OF 29.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF N68°06'12"E, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE S89°25'24"E, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A CHORD BEARING AND DISTANCE OF S64°58'36"E, 45.88 FEET) FOR AN ARC DISTANCE OF 47.66 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22°31'54" AND A CHORD BEARING AND DISTANCE OF N76°32'14"E, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO THE POINT OF BEGINNING.

AND

(LEGAL CONTINUED ON NEXT PAGE)

PAGE 1 OF 2

LEGAL DESCRIPTION CONTINUED

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A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH ROAD (100-FOOT RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY); THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO THE POINT OF BEGINNING;

THENCE S89°32'18"W, A DISTANCE OF 468.19 FEET TO A POINT; THENCE N00°27'13"E, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S88°55'58"E, A DISTANCE OF 29.95 FEET TO A POINT; THENCE N01°04'02"E, A DISTANCE OF 4.68 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF N45°50'12"E, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 129.43 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF N75°21'52"E, 18.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF N75°49'12"E, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 153.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF N82°08'55"E, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF N75°55'25"E, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF NON-TANGENCY; THENCE S00°36'23"W, A DISTANCE OF 84.60 FEET TO A POINT; THENCE S08°42'51"E, A DISTANCE OF 44.08 FEET TO A POINT; THENCE S00°07'55"W, A DISTANCE OF 154.64 FEET TO THE POINT OF BEGINNING.

0139030/091569/646206.5 (Phase II)



PAGE 2 OF 2

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

CFN 2004034493
Bk 02526 Pgs 2057 - 2069; (13pgs)
DATE: 03/17/2004 10:33:10 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 53.00
TRUST FUND 7.00
DEED DOC 0.70

William A. Beckett, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
450 South Orange Avenue, Suite 800
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

215 N EOLA DR
Orlando, FL

M0

**SHARED ENTRANCE AND
CROSS ACCESS EASEMENT AGREEMENT**

THIS SHARED ENTRANCE AND CROSS ACCESS EASEMENT AGREEMENT ("Agreement") is entered into as of the 20th day of January, 2004, by and between **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company whose address is 232 Mohawk Road, Clermont, Florida 34711 ("College Station"), and **MAYNARD KNAPP, TRUSTEE**, whose address is 215 North Eola Drive, Orlando, Florida 32801 ("Knapp"), and is joined in by **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, whose address is Post Office Box 1667, Winter Haven, Florida 33880 ("Adams")

WITNESSETH:

WHEREAS, Knapp owns a certain parcel of real property depicted in Exhibit A attached hereto and incorporated herein by reference (the "Knapp Parcel"); and

WHEREAS, College Station is the ground lessee of and Adams owns a parcel of real property adjacent to the Knapp Parcel, which property is depicted in Exhibit B attached hereto and incorporated herein by reference (the "Adams Parcel"); and

WHEREAS, the parties have determined that the ownership, use and enjoyment of the Knapp Parcel and the Adams Parcel would be enhanced by the granting of certain reciprocal rights of ingress and egress over a portion of their respective properties; and

WHEREAS, the parties now desire to grant such reciprocal rights of ingress and egress over a portion of their respective properties pursuant and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, and the mutual and reciprocal obligations undertaken herein, the parties hereto do hereby covenant, stipulate and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Knapp does hereby grant and convey to College Station and Adams and their respective successors and assigns, for use by themselves and their respective employees, agents, servants, invitees and tenants, a non-exclusive, perpetual easement for vehicular and pedestrian ingress, egress and access over, to, from, across and under that portion of the Knapp Parcel described and depicted on Exhibit C attached hereto and incorporated herein by reference in order to utilize and provide vehicular and pedestrian access to and from the Adams Parcel and adjoining public rights-of-way (hereinafter referred to as the "Knapp Easement Parcel").
3. Adams and College Station do hereby grant and convey to Knapp and its respective successors and assigns, for use by themselves and their respective employees, agents, servants, invitees and tenants, a non-exclusive perpetual easement for vehicular and pedestrian ingress, egress and access over, to, from, across and under that portion of the Adams Parcel described and depicted on Exhibit D attached hereto and incorporated herein by reference in order to utilize and provide vehicular and pedestrian access to and from the Knapp Parcel and adjoining public rights-of-way (hereinafter referred to as the "Adams Easement Parcel").
4. College Station shall construct all surface and subsurface driveway improvements in the Knapp Easement Parcel and the Adams Easement Parcel. Each party shall maintain all surface and subsurface improvements in their respective easement parcels. All such construction and maintenance shall be performed in good workmanlike manner and the easement must be maintained in a condition satisfactory for the uses contemplated herein. Each party agrees to keep the easement areas located within and upon their own property in good repair free and clear of any obstructions and in accordance with the standard of maintenance followed in other similar developments in the State of Florida. If any party fails to maintain the easement area located on its respective Parcel in reasonably good repair and such condition continues for thirty (30) days after receipt of written notice from another party, the party giving such notice shall have the right to perform the necessary repairs and receive full reimbursement from the non-performing party for its share of the costs immediately upon presentation of evidence of payment reasonably satisfactory to the non-performing party, such as invoices or cancelled checks. If reimbursement is not made within fifteen (15) days after receipt of written demand therefore, such costs, together with the performing party's cost of collection, shall be due and payable from the non-performing party. Notwithstanding anything contained in this Paragraph 4 to the contrary, the owners of each of the Knapp Parcel and the Adams Parcel, shall not be obligated to construct or maintain, or to pay any associated costs related to, the easements described herein on their respective Parcel, until such time as vertical or horizontal improvements have begun construction on their respective Parcel.
5. It is expressly agreed and understood that the easements hereunder granted, together with all rights and privileges granted hereby, shall be nonexclusive and the parties hereto reserve for themselves and their successors in title the right to grant such other easements as they deem desirable over, under, upon and across their respective properties, provided that such other easements shall not unreasonably interfere with the rights under the easements granted hereby.

6. The terms, benefits and burdens of this easement shall run with the Knapp Parcel and the Adams Parcel and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. No consent to the modification, from time to time, or termination of the provisions of this Agreement shall ever be required of any third party beneficiary who is not a party to this Agreement; nor shall any such third party have any right to enforce any of the provisions herein. Notwithstanding the preceding sentence, the parties hereto and their successors and assigns may permit the easements created hereunder to be used for their intended purposes by themselves, by all tenants, subtenants, licensees and guests and by the partners, officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors and invitees of any of the above and by any third party utility provider.

8. This Agreement may be amended or terminated by, and only by, an instrument in writing executed by all of the parties hereto or their respective successors in interest.

9. In the event it shall be necessary for any party to this Agreement to bring suit to enforce any provisions hereof, the prevailing party shall be entitled to recover from the non-prevailing party or parties, in addition to any damages or other relief granted as a result of such suit, all costs and expenses of such suit and reasonable attorneys' fees as set by the court.

10. This Agreement embodies the complete and entire agreement between the parties regarding this transaction and supercedes all prior negotiations, agreements and understandings relating thereto. It may not be varied or modified except by written agreement executed by both College Station, Knapp and Adams.

11. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach. The waiver of any party of any breach of any term, covenant or condition in this Agreement stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

12. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and venue for its enforcement shall be in Lake County, Florida.

13. If any provision in this Agreement is held to be invalid, illegal or unenforceable in any respect or the application of any provision is held to be invalid, illegal or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Agreement shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Agreement had never contained any such invalid, illegal or unenforceable provision.

14. This Agreement may be executed in two (2) or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need be produced as evidence of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on or as of the day and year first above written.

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

Gretchen Zagame
Signature of Witness
Gretchen Zagame
Printed Name of Witness

CARRIE L. SERMAK
Signature of Witness
CARRIE L. SERMAK
Printed Name of Witness

“COLLEGE STATION”:

COLLEGE STATION RETAIL CENTER, LLC, a Florida limited liability company

By: Robert M. Shakar
Robert M. Shakar, President

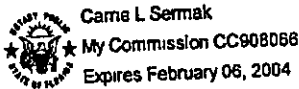
(CORPORATE SEAL)

ADDRESS: 232 MOHAWK RD.
CLERMONT, FL 34711

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 22ND day of December, 2003, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company. He is personally known to me or has produced as identification.

(NOTARY SEAL)



CARRIE L. SERMAK
Notary Public Signature

CARRIE L. SERMAK
(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

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

"KNAPP":

[Signature]
Signature of Witness
Hernandez
Printed Name of Witness

[Signature]
MAYNARD KNAPP, Trustee

[Signature]
Signature of Witness
Tanya P. Gourlay
Printed Name of Witness

ADDRESS: 215 N. EOLA DR.
ORLANDO, FL 32801
C/O LOWNDES, DROSDICK,
DOSTER, KANTOR & REED, P.A.

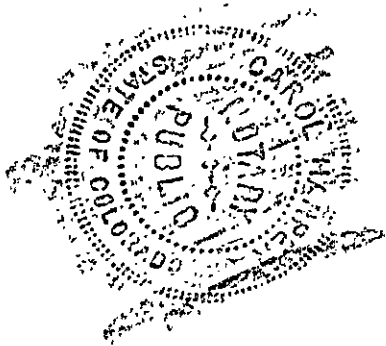
^{or}
STATE OF ~~FLORIDA~~ Colorado
COUNTY OF Eagle

The foregoing instrument was acknowledged before me this 20th day of January, 2004, by MAYNARD KNAPP, Trustee, who is personally known to me or who has produced Driver's License as identification.

(NOTARY SEAL)

[Signature]
Notary Public Signature

Carol Harper
(Name typed, printed or stamped)
Notary Public, State of Colorado
Commission No.: n/a
My Commission Expires: 12/20/05



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

[Signature]
Signature of Witness

C.B. MYERS
Printed Name of Witness

[Signature]
Signature of Witness

Helen L. Stegman
Printed Name of Witness

[Signature]
Signature of Witness

C.B. MYERS
Printed Name of Witness

[Signature]
Signature of Witness

Helen L. Stegman
Printed Name of Witness

"ADAMS":

**JOHN P. ADAMS AND ANN D. ADAMS
FAMILY LIMITED PARTNERSHIP, a
Florida limited partnership**

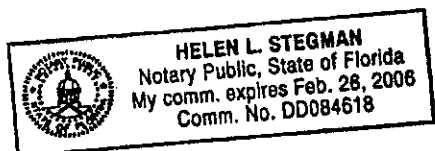
By: [Signature]
John P. Adams, General Partner

By: [Signature]
Ann D. Adams, General Partner

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 22nd day of December, 2003, by John P. Adams, General Partner of **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature

Helen L. Stegman
(Name typed, printed or stamped)

Notary Public, State of Fla.

Commission No.: DD084618

My Commission Expires: 2/26/2006

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 22nd day of December, 2003, by Ann D. Adams, General Partner of **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership. She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Helen L. Stegman
Notary Public Signature

Helen L. Stegman
(Name typed, printed or stamped)

Notary Public, State of Fla

Commission No.: DD084618

My Commission Expires: 2/26/2006

EXHIBIT A**KNAPP PARCEL**

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 28; thence run N00°42'51"E along the East line of the Northeast 1/4 of said Section 28 for a distance of 664.12 feet to the Northeast corner of the South 1/4 of the Northeast 1/4 of said Section 28; thence run S89°24'16"W along the North line of said South 1/4 for a distance of 50.01 feet to the West right-of-way line of Hancock Road, as described in Official Records Book 2010, Page 321, of the Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence continue S89°24'16"W along said North line for a distance of 1224.45 feet to a point on a non-tangent curve concave Westerly having a radius of 330.00 feet and a chord bearing of S04°06'54"W; thence run Southerly along the arc of said curve through a central angle of 25°27'11" for a distance of 146.60 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of S23°15'29"E; thence run Southeasterly along the arc of said curve through a central angle of 80°11'58" for a distance of 34.99 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 1750.00 feet and a chord bearing of S62°04'08"E and the North right-of-way line of Hook Street as described in Official Records Book 2010, Page 316, of said Public Records; thence run the following five (5) courses along said North right-of-way line: run Southeasterly along the arc of said curve through a central angle of 02°34'41" for a distance of 78.75 feet to the point of tangency; thence run S60°46'47"E for a distance of 457.88 feet to the point of curvature of a curve concave Northerly having a radius of 1250.00 feet; thence run Easterly along the arc of said curve through a central angle of 29°42'17" for a distance of 648.06 feet to the point of tangency; thence run N89°30'57"E for a distance of 54.60 feet; thence run N45°06'54"E for a distance of 100.02 feet to the aforesaid West right-of-way line of Hancock Road; thence run N00°42'51"E along said West right-of-way line for a distance of 535.76 feet to the POINT OF BEGINNING.

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EXHIBIT B

ADAMS PARCEL

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 820.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF

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LEGAL DESCRIPTION, CONTINUED

SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 5.03 FEET TO A POINT; THENCE S00°57'13"W, A DISTANCE OF 70.88 FEET TO A POINT; THENCE S89°33'24"E, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N78°47'55"E, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 313.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, ALONG THE SOUTHERLY RIGHT OF LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 477.01 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°36'23"W, A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING:

THENCE S00°36'23"W, A DISTANCE OF 250.97 FEET TO A POINT; THENCE S78°47'55"W, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N89°33'24"W, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N00°57'13"E, A DISTANCE OF 70.88 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 5.03 FEET TO A POINT; THENCE N00°34'20"E, A DISTANCE OF 187.75 FEET TO A POINT; THENCE N56°50'34"E, A DISTANCE OF 29.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF N68°06'12"E, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE S89°25'24"E, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A CHORD BEARING AND DISTANCE OF S64°58'36"E, 45.88 FEET) FOR AN ARC DISTANCE OF 47.66 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22°31'54" AND A CHORD BEARING AND DISTANCE OF N76°32'14"E, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO THE POINT OF BEGINNING.

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is equivalent to the quality
of the original document.

LEGAL DESCRIPTION CONTINUED

AND

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY); THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO THE POINT OF BEGINNING;

THENCE S89°32'18"W, A DISTANCE OF 468.19 FEET TO A POINT; THENCE N00°27'13"E, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S88°55'58"E, A DISTANCE OF 29.95 FEET TO A POINT; THENCE N01°04'02"E, A DISTANCE OF 4.68 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF N45°50'12"E, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 129.43 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF N75°21'52"E, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF N75°49'12"E, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 153.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF N82°08'55"E, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF N75°55'25"E, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF NON-TANGENCY; THENCE S00°36'23"W, A DISTANCE OF 84.60 FEET TO A POINT; THENCE S08°42'51"E, A DISTANCE OF 44.08 FEET TO A POINT; THENCE S00°07'55"W, A DISTANCE OF 154.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

KNAPP EASEMENT PARCEL

A parcel of land located in the NE 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the NE 1/4 of said Section 28; thence S00°50'10"W, along the East line of the NE 1/4 of said Section 28, a distance of 1992.75 feet to a point; thence leaving the East line of the NE 1/4 of said Section 28, S89°32'18"W, a distance of 50.00 feet to a point at the Westerly right-of-way line of South Hancock Road (100 foot right-of-way), said point being the Point of Beginning:

Thence S00°50'10"W, along the Westerly right-of-way line of said South Hancock Road, a distance of 18.00 feet to a point; thence leaving the Westerly right-of-way line of said South Hancock Road, S89°32'18"W, a distance of 105.26 feet to a point; thence N00°50'10"E, a distance of 18.00 feet to a point; thence N89°32'18"E, a distance of 105.26 feet to the Point of Beginning.

0001972\100654\710914\1

EXHIBIT D

ADAMS EASEMENT PARCEL

A parcel of land located in the NE 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the NE 1/4 of said Section 28; thence S00°50'10"W, along the East line of the NE 1/4 of said Section 28, a distance of 1974.75 feet to a point; thence leaving the East line of the NE 1/4 of said Section 28, S89°32'18"W, a distance of 50.00 feet to a point at the Westerly right-of-way line of South Hancock Road (100 foot right-of-way), said point being the Point of Beginning:

Thence S00°50'10"W, along the Westerly right-of-way line of said South Hancock Road, a distance of 18.00 feet to a point; thence leaving the Westerly right-of-way line of said South Hancock Road, S89°32'18"W, a distance of 105.26 feet to a point; thence N00°50'10"E, a distance of 18.00 feet to a point; thence N89°32'18"E, a distance of 105.26 feet to the Point of Beginning.

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11

CFN 2004037033
Bk 02530 Pgs 0227 - 247; (21pgs)
DATE: 03/22/2004 12:22:05 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 85.00
TRUST FUND 11.00

Prepared By:

Q

Kim Snyder
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

MEMORANDUM OF LEASE

STATE OF FLORIDA §
 §
COUNTY OF LAKE §

THIS MEMORANDUM OF LEASE is made and entered into by and between COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company ("Landlord"), and BRINKER FLORIDA, INC., a Delaware corporation ("Tenant").

WITNESSETH:

By that certain Sublease Agreement dated January 12, 2004 (the "Lease") by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, that certain tract or parcel of land located in the City of Clermont, County of Lake, State of Florida, the same being more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with the non-exclusive use of all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, and together with any buildings or other improvements erected and/or to be erected thereon (the "Improvements" and, together with the Land, the "Premises"), TO HAVE AND TO HOLD the same for a primary term of ten (10) years (commencing as provided in the Lease), with four (4) renewal terms of five (5) years each, all pursuant and subject to the terms, conditions, and stipulations contained in the Lease to which reference is made for all purposes of which it is intended hereby to give notice. The Premises are situated in and constitute a part of a shopping center located on the southeast corner of State Highway 50 and Hancock Road, and locally known or to be known as College Station Retail Center (the "Center"), the same being more particularly described on Exhibit B attached hereto and made a part hereof. The Center is shown on the site plan attached hereto as Exhibit C (the "Site Plan").

The Center is subject to, among other recorded documents, (i) that certain Declaration of Covenants, Restrictions and Easements for College Station dated as of September 12, 2003, executed by College Station Retail Center, L.L.C., and recorded in the office of the Clerk of the Court of Lake County, Florida, on October 7, 2003, in Book 02424, Page 2249 (the "Declaration"). Unless otherwise defined herein, all capitalized terms used herein shall have the

RETURN TO 0-031764-L
LandAmerica TS
Florida Commercial Services
2400 Maitland Center Pkwy., Suite 110
Maitland, FL 32751

same meaning as ascribed to such terms in the Declaration as the context requires. Notwithstanding anything herein or in the Declaration to the contrary, to the extent that the Premises (or Tenant's rights, obligations and/or interest under this Lease) would be adversely affected, Landlord shall not consent to any proposed amendment to the Declaration (or give its consent or non-consent to any proposition when it has a right to do so under the Declaration) without the prior written consent of Tenant, which consent may be denied in its reasonable discretion.

During the term of the Lease, and provided Tenant is operating its business on the Premises, including any and all Renewal Terms, except for Tenant, Landlord shall not allow to operate in the Center another restaurant which both (i) serves alcoholic beverages and (ii) operates with a "varied menu theme" such as, for example purposes only, Applebee's, Amarillo Grill, Bennigan's, Buffalo Cafe, Cheddar's, Damon's, Houlihan's, Logan's Roadhouse, Lone Star Cafe, O'Charley's, Original Roadhouse Grill, Pizzeria Uno, Red Robin, Roadhouse Grill, Ruby Tuesday's, Texas Roadhouse, T.G.I. Friday's and Tony Roma's. A "varied-menu theme" restaurant shall mean a casual or "fast-casual" dining restaurant selling a wide variety of beef, fish, chicken, pastas, soups, salads and sandwiches, appetizers and desserts, together with alcoholic beverages, in a casual setting. A "fast food" restaurant such as a Burger King, McDonald's, Subway, Taco Bell, Wendy's or Chic-Fil-A shall not be deemed to be a "varied menu theme" restaurant. For purposes hereof, any ethnic or specialty restaurant such as, by way of example only, Mexican, German, Italian, Chinese, seafood, steakhouse, chop house, chicken, barbecue or other restaurant with a specialty menu or featured food item menu, including, by way of example only, Olive Garden, Red Lobster, Outback Steakhouse, Trail Dust Steakhouse, Ryan's Steakhouse, Golden Corral, Sizzler, Cracker Barrel, and IHOP, shall not be deemed to be a "varied menu theme" restaurant.

During the term of the Lease, including any Renewal Terms, Landlord does hereby grant and convey to Tenant, Tenant's employees, representatives, customers and invitees, a permanent, non-exclusive right-of-way access and parking easement for the purpose of pedestrian and vehicular ingress, egress and parking over all access and entrance drives and over all parking areas of the Center as depicted on Exhibit C (collectively, the "Easement"); provided, however, Landlord may restrict parking by Tenant's employees to the parking spaces designated on the Site Plan and Landlord agrees that it shall not (nor consent to allow any other party) to erect, construct or install any subsequent signage, buildings, or other improvements in, or make any changes to, the portion of the Common Area of the Center labeled as the "No Build Area" on the Site Plan. During the term of the Lease, Landlord does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular this Easement unto Tenant and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Landlord.

Tenant shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon the interest of Landlord therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Tenant, any such lien, charge or encumbrance shall be imposed, claimed or filed, Tenant shall, at its sole cost and expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Tenant shall indemnify and save and hold Landlord harmless from and against any and all costs,

liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and therefrom. In the event that Tenant shall fail to comply with the foregoing provisions of this Section, Landlord shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Tenant agrees to reimburse Landlord, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses incurred by Landlord in connection therewith, together with interest thereon as provided in the Lease, until paid.

Neither the Ground Lessor's nor Landlord's interest in the Premises shall be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to the fee owner or to Landlord or to the fee owner's or to Landlord's credit or assets (including the fee owner's or Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject the fee owner's or Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises on account of work performed, or alleged to have been performed, for or on behalf of Tenant, Tenant shall, within thirty (30) days after written notice of the imposition of such lien, claim or order, cause the Premises to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law. If a lien is released, Tenant shall thereupon establish the release as a matter of record by recording or filing it in the appropriate office of land records of the County in which the Premises is located, and shall furnish Landlord with a copy of same.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease to be effective as of the latest of the dates set forth below.

LANDLORD:

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

COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company

Gloria J. Hall
Signature of Witness
GLORIA J. HALL
Printed Name of Witness

By: Robert M. Shakar
Robert M. Shakar, President

Joanne Mohammed
Signature of Witness
Joanne Mohammed
Printed Name of Witness

Date Executed: 1/12/04, 2004
(SEAL)

TENANT:

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

BRINKER FLORIDA, INC., a Delaware corporation

Michelle Hargis
Signature of Witness
Michelle Hargis
Printed Name of Witness

By: Jay L. Tobin
Jay L. Tobin, Vice President and Assistant Secretary

Sandra Biddels
Signature of Witness
Sandra Biddels
Printed Name of Witness

Date Executed: January 6, 2004
(SEAL)

ACKNOWLEDGMENT

STATE OF FLORIDA §
 §
COUNTY OF LAKE §

This instrument was acknowledged before me on this 12th day of JANUARY, 2004, by Robert M. Shakar, President of College Station Retail Center, L.L.C., a Florida limited liability company, on behalf of said limited liability company, who is personally known to me or _____ produced his/her driver's license as identification.

Gloria J. Hall

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:
9/15/06

GLORIA J. HALL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD124282
EXPIRES 09/15/2006
BONDED THRU 1-888-NOTARY1

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 6th day of January, 2004, by JAY L. TOBIN, Vice President and Assistant Secretary of Brinker Florida, Inc. a Delaware corporation, on behalf of said corporation, who is personally known to me or _____ produced his/her driver's license as identification.

Cindy L. Dornan

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:
September 14, 2006

CINDY L. DORNAN
Notary Public, State of Texas
My Commission Exp 09-14-2006

LANDLORD'S ADDRESS:

College Station Retail Center, L.L.C.
232 Mohawk Drive
Clermont, Florida 34711
Attn: Robert M. Shakar

*

TENANT'S ADDRESS:

Brinker Florida, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel

*

AFTER RECORDING, RETURN TO:

Kim Snyder
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

EXHIBIT A
The Premises

**SKETCH OF DESCRIPTION
TRACT 2
CLERMONT COLLEGE STATION CENTER**

The quality of this image
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of the original document.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 926.49 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S0°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 226.00 FEET TO A POINT; THENCE N0°34'20"E, A DISTANCE OF 261.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 226.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.3544 ACRES OF LAND, MORE OR LESS.

NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR TRACT 2 OF THE PROPOSED CLERMONT COLLEGE STATION CENTER.
2. THE BASIS OF BEARINGS FOR THIS SKETCH OF DESCRIPTION IS THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 WHICH IS ASSUMED TO BEAR S89°22'20"E.
3. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY


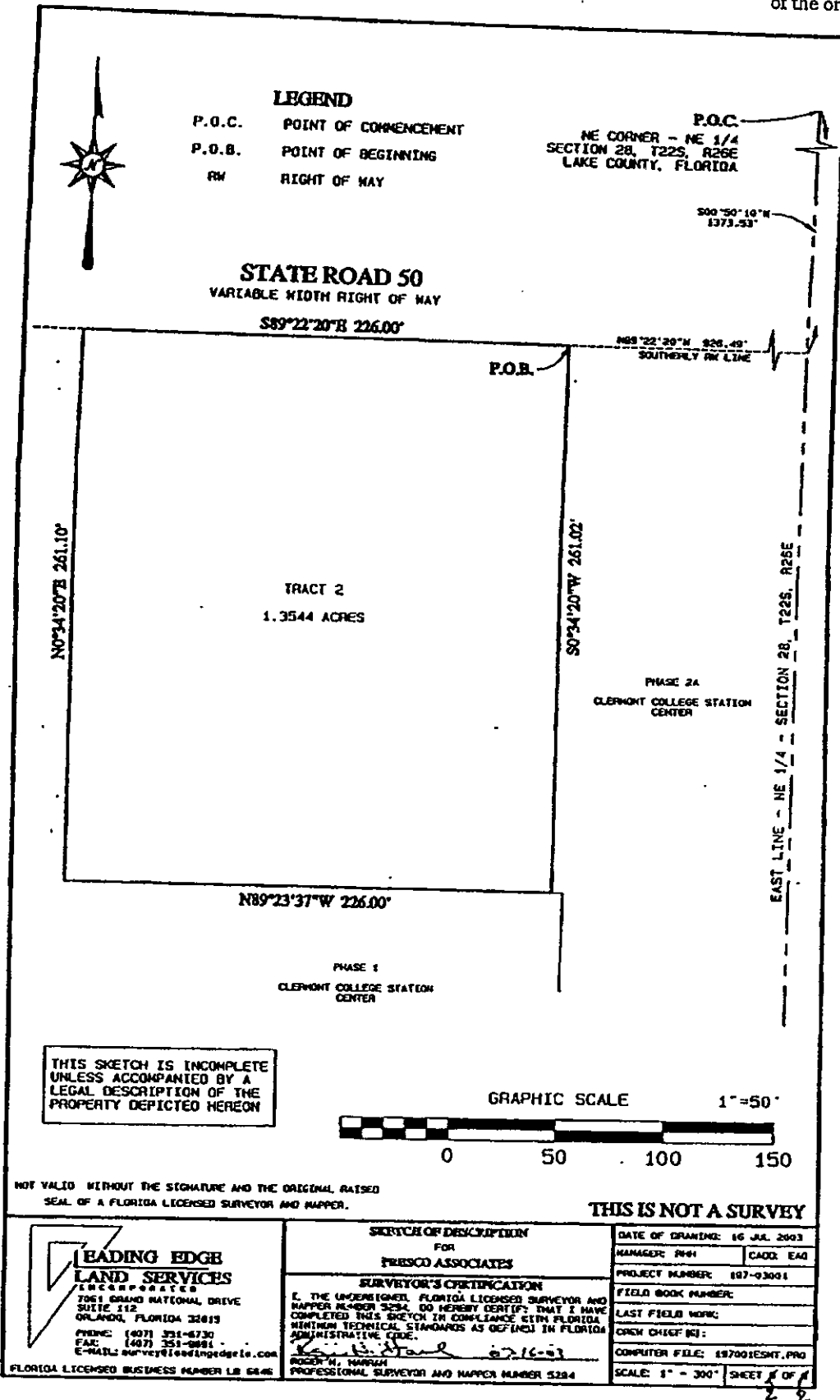
 <p>LEADING EDGE LAND SERVICES INCORPORATED 7061 GRAND NATIONAL DRIVE SUITE 112 ORLANDO, FLORIDA 32819</p>	<p>SKETCH OF DESCRIPTION FOR FRESKO ASSOCIATES</p>	<p>DATE OF DRAWING: 16 JUL 2003</p>
	<p>SURVEYOR'S CERTIFICATION</p> <p>I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 5204, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA MINIMUM TECHNICAL STANDARDS AS DEFINED IN FLORIDA</p>	<p>MANAGER: RHM CADD: EAG</p>
		<p>PROJECT NUMBER: 197-03001</p>
		<p>FIELD BOOK NUMBER: LAST FIELD WORK: COPY CHIEF (C):</p>

EXHIBIT A
The Premises

OR BOOK 02530 PAGE 0234

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The quality of this image is equivalent to the quality of the original document.

EXHIBIT B

**SKETCH OF DESCRIPTION
PHASE 2A
CLERMONT COLLEGE STATION CENTER**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°30'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.93 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 477.01 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°36'23"W, A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING;

THENCE S00°36'23"W, A DISTANCE OF 250.97 FEET TO A POINT; THENCE S78°47'55"W, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N89°33'24"W, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N00°57'13"E, A DISTANCE OF 70.88 FEET TO A POINT; THENCE N89°23'37"N, A DISTANCE OF 9.03 FEET TO A POINT; THENCE N00°34'20"E, A DISTANCE OF 187.75 FEET TO A POINT; THENCE N58°50'34"E, A DISTANCE OF 29.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 32°44'02" AND A CHORD BEARING AND DISTANCE OF N68°06'12"E, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE S89°25'24"E, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A CHORD BEARING AND DISTANCE OF S64°58'36"E, 45.88 FEET) FOR AN ARC DISTANCE OF 47.56 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22°31'54" AND A CHORD BEARING AND DISTANCE OF N76°32'14"E, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.8979 ACRES OF LAND, MORE OR LESS.


NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR PHASE 2A OF THE PROPOSED CLERMONT COLLEGE STATION CENTER.
2. THE BASIS OF BEARINGS FOR THIS SKETCH OF DESCRIPTION IS THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 WHICH IS ASSUMED TO BEAR S99°22'20"E.
3. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

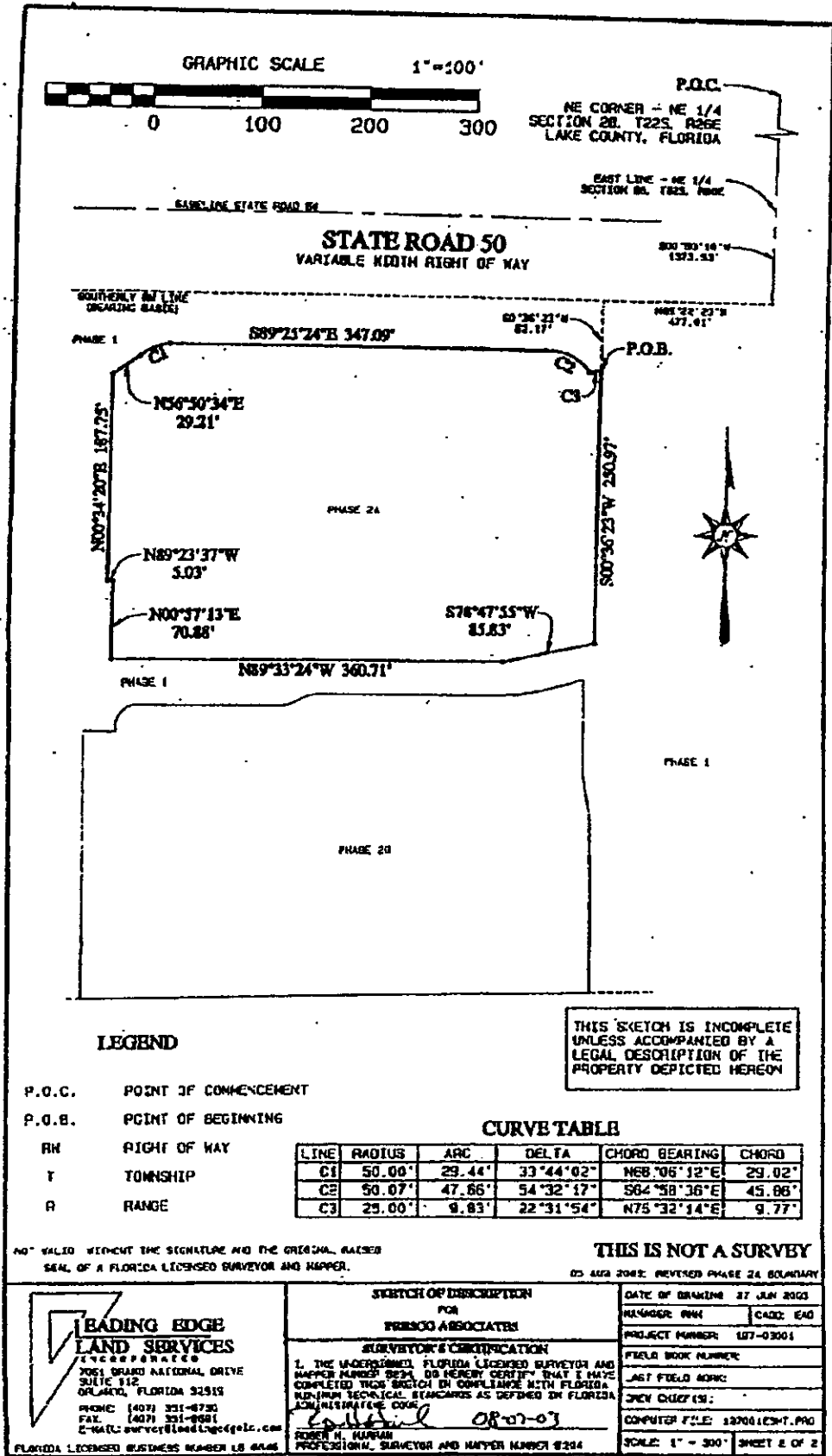
THIS IS NOT A SURVEY

05 AUG 2003 REVEALED PHASE 2A BOUNDARY

 <p>LEADING EDGE LAND SERVICES INCORPORATED 7201 GRAND NATIONAL DRIVE SUITE 117 ORLANDO, FLORIDA 32818 PHONE: (407) 291-6730 FAX: (407) 351-2931 E-MAIL: msurvey@leadingedgefla.com FLORIDA LICENSED BUSINESS NUMBER LB 8846</p>	<p>SKETCH OF DESCRIPTION FOR PRESCO ASSOCIATES</p>	<p>DATE OF DRAWING: 27 JUN 2003 MANAGER: FWH CAD: EAG PROJECT NUMBER: 187-030C1</p>
	<p>SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 5284, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA SURVEYING TECHNICAL STANDARDS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE.</p> <p><i>Robert W. Mahony</i> 08-07-03 ROBERT W. MAHONY PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5284</p>	<p>FIELD BOOK NUMBER: LAST FIELD MARK: CREW CHIEF (S): COMPUTER FILE: 187001EDWT.FRD SCALE: 1" = 300' SHEET 1 OF 2</p>

The quality of this image is equivalent to the quality of the original document.

Exhibit B



The quality of this image is equivalent to the quality of the original document.

Exhibit B

**SKETCH OF DESCRIPTION
PHASE 2B
CLERMONT COLLEGE STATION CENTER**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY); THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 428.63 FEET TO THE POINT OF BEGINNING;

THENCE S89°32'18"W, A DISTANCE OF 488.19 FEET TO A POINT; THENCE N00°27'13"E, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S88°55'58"E, A DISTANCE OF 29.95 FEET TO A POINT; THENCE N01°04'02"E, A DISTANCE OF 4.68 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF N45°50'12"E, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S80°23'37"E, A DISTANCE OF 129.43 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°30'43" AND A CHORD BEARING AND DISTANCE OF N75°21'52"E, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF N75°49'12"E, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 153.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF N82°08'55"E, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF N75°55'25"E, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF NON-TANGENCY; THENCE S00°26'23"W, A DISTANCE OF 84.50 FEET TO A POINT; THENCE S08°42'54"E, A DISTANCE OF 44.08 FEET TO A POINT; THENCE S00°07'55"W, A DISTANCE OF 154.64 FEET TO THE POINT OF BEGINNING.


SAID PARCEL CONTAINS 2.8476 ACRES OF LAND, MORE OR LESS.

NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR PHASE 2B OF THE PROPOSED CLERMONT COLLEGE STATION CENTER.
2. THE BASIS OF BEARINGS FOR THIS SKETCH OF DESCRIPTION IS THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 WHICH IS ASSUMED TO BEAR S89°22'20"E.
3. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

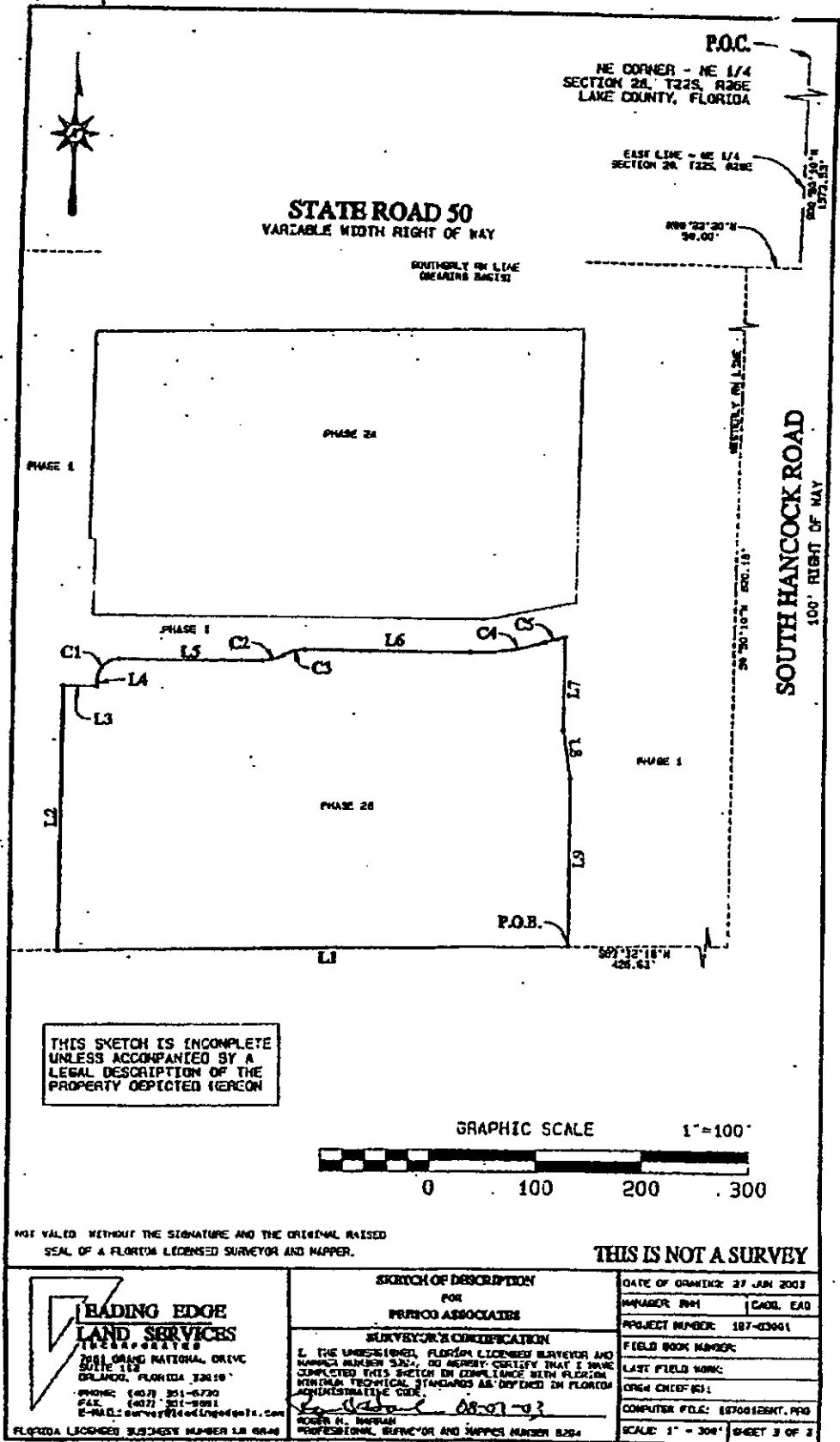
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

 <p>LEADING EDGE LAND SERVICES INCORPORATED 7061 GRAND NATIONAL DRIVE SUITE 112 ORLANDO, FLORIDA 32818 PHONE: 407/381-0130 FAX: 407/381-0081 E-MAIL: survey@leadingedge.com FLORIDA LICENSED BUSINESS NUMBER LB 6848</p>	<p>SKETCH OF DESCRIPTION FOR FRESCO ASSOCIATES</p>	<p>DATE OF DRAWING: 27 JUN 2003 MANAGER: R-H CADD: EAD PROJECT NUMBER: 197-03001 FIELD BOOK NUMBER: LAST FIELD WORK: CHECK SHEET NO.:</p>
	<p>SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 5204, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA MEASUREMENT TECHNIQUE STANDARDS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE. <i>R. H. HARRAH</i> R. H. HARRAH PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5204</p>	<p>COMPUTER FILE: 197001E3INT.PRO SCALE: 1" = 300' SHEET 1 OF 3</p>

The quality of this image is equivalent to the quality of the original document.

Exhibit B



The quality of this image
is equivalent to the quality
of the original document.

**SKETCH OF DESCRIPTION
PHASE 1
CLERMONT COLLEGE STATION CENTER**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY). SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST

EXHIBIT B
The Center

The quality of this image is equivalent to the quality of the original document.

LEGAL DESCRIPTION, CONTINUED

LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,

S00°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 5.03 FEET TO A POINT; THENCE S00°57'13"W, A DISTANCE OF 70.88 FEET TO A POINT; THENCE S89°33'24"E, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N78°47'55"E, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 313.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.1285 ACRES OF LAND, MORE OR LESS.

AND COMMON AREA #3, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY); THENCE: N89°22'20"W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50 A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°36'23"W, A DISTANCE OF 62.17 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22°31'54" AND A CHORD BEARING AND DISTANCE OF S76°32'14"W, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A CHORD BEARING AND DISTANCE OF N64°58'36"W, 45.88 FEET) FOR AN ARC DISTANCE OF 47.66 FEET TO A POINT; THENCE N89°25'24"W, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF S68°06'12"W, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE S56°50'34"W, A DISTANCE OF 29.21 FEET TO A POINT; THENCE N00°34'20"E, A DISTANCE OF 73.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 449.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 21592 SQUARE FEET (0.4942 ACRES) OF LAND, MORE OR LESS.

PHASE 1 CONTAINS A TOTAL OF 12.6227 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
The Center

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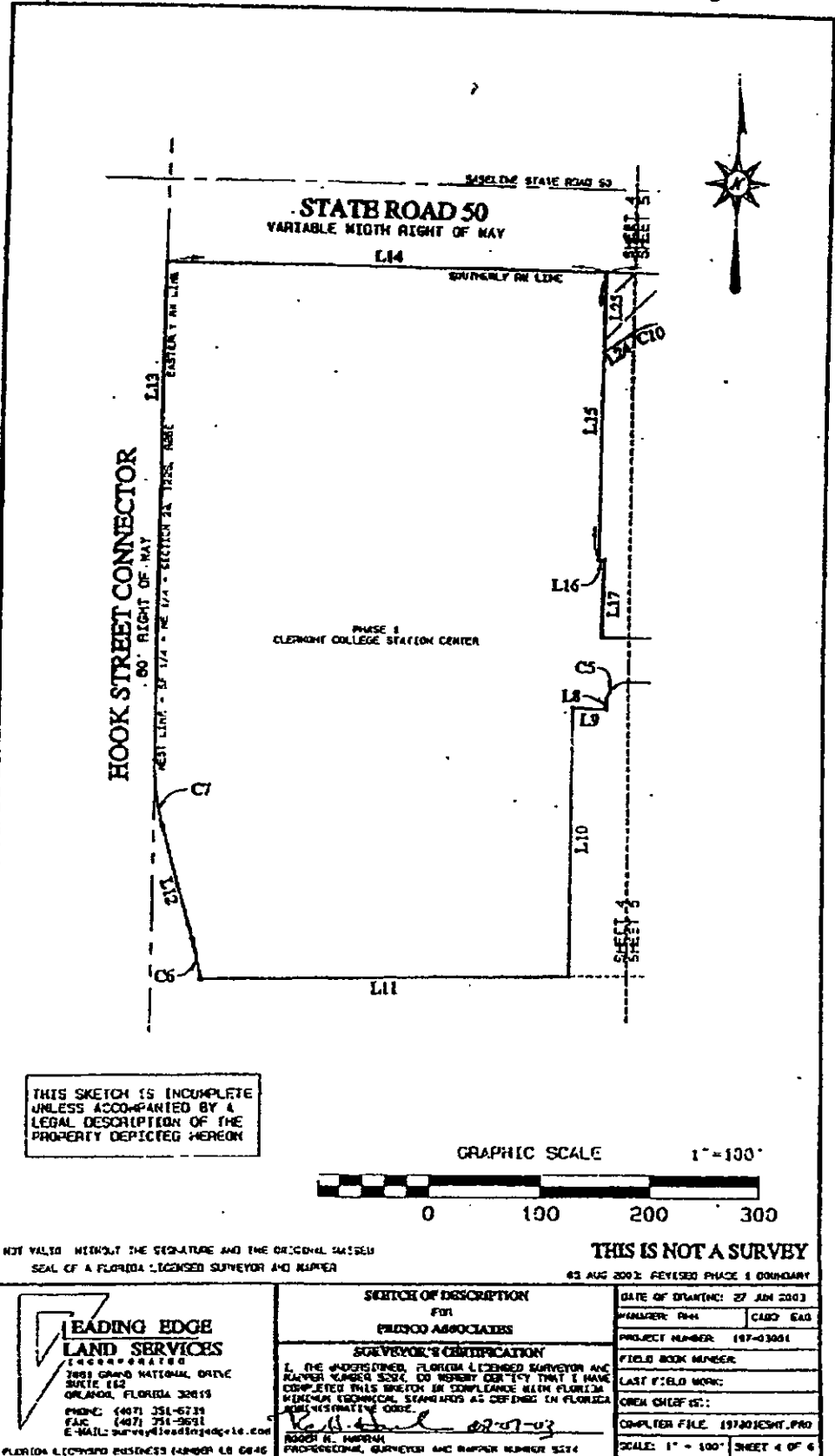
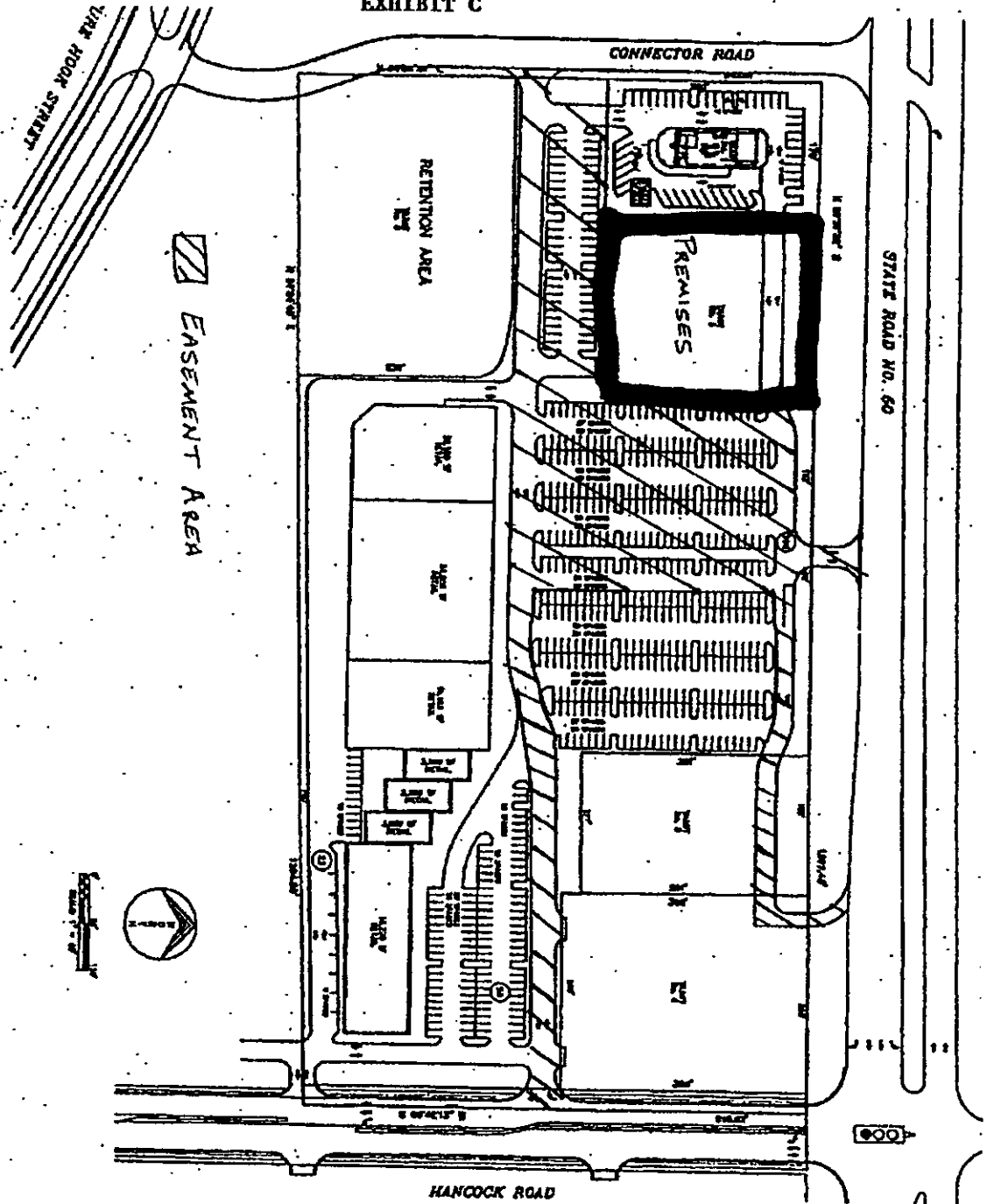


EXHIBIT C



Station Data	Station Data
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SP-1

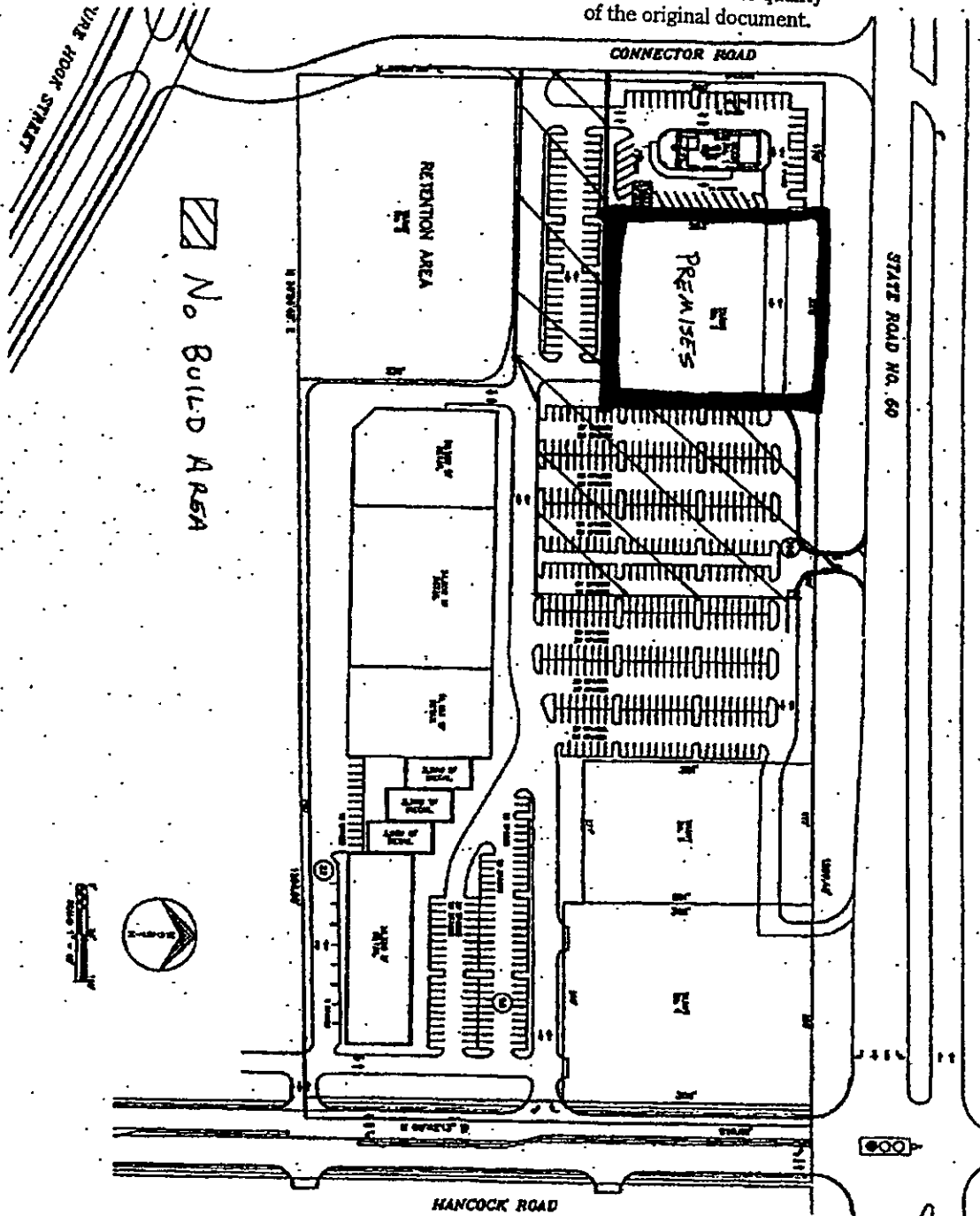
College Station Center
5700 College Blvd & Peterson Rd
Orlando, FL 32817

Preaco Associates, LLC
1111 E. Colonial Ave.
Orlando, FL 32817

Orlaci & Peterson, Architects
1111 E. Colonial Ave.
Orlando, FL 32817

Exhibit C

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Building Data	
Building 1	20,000 S.F.
Building 2	15,000 S.F.
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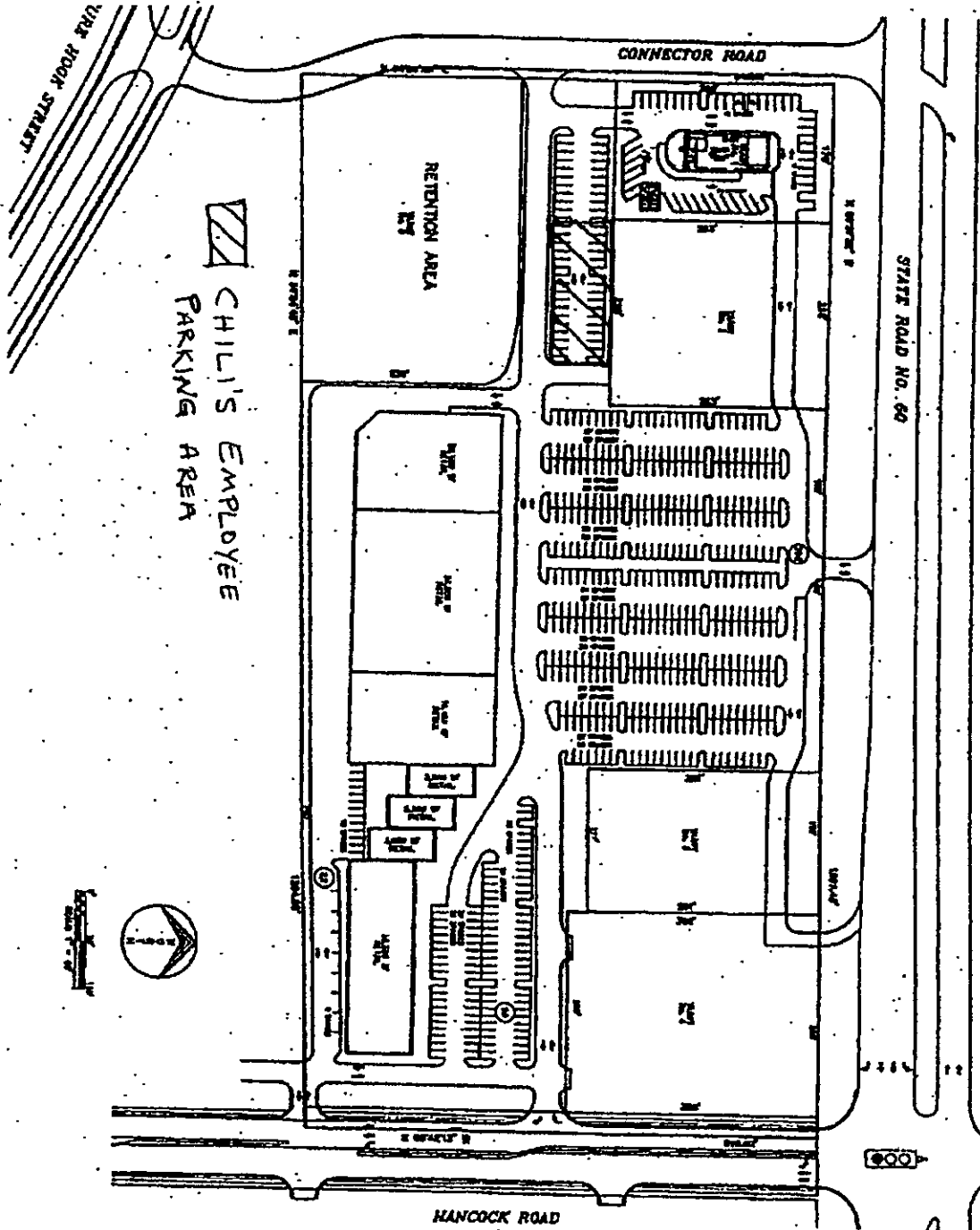
College Station Center
Lake County, FL

Presco Associates, LLC
10000 Lake County Road 100
Lake County, FL 32114

Oshaci & Peterson, Architects
10000 Lake County Road 100
Lake County, FL 32114

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Exhibit C

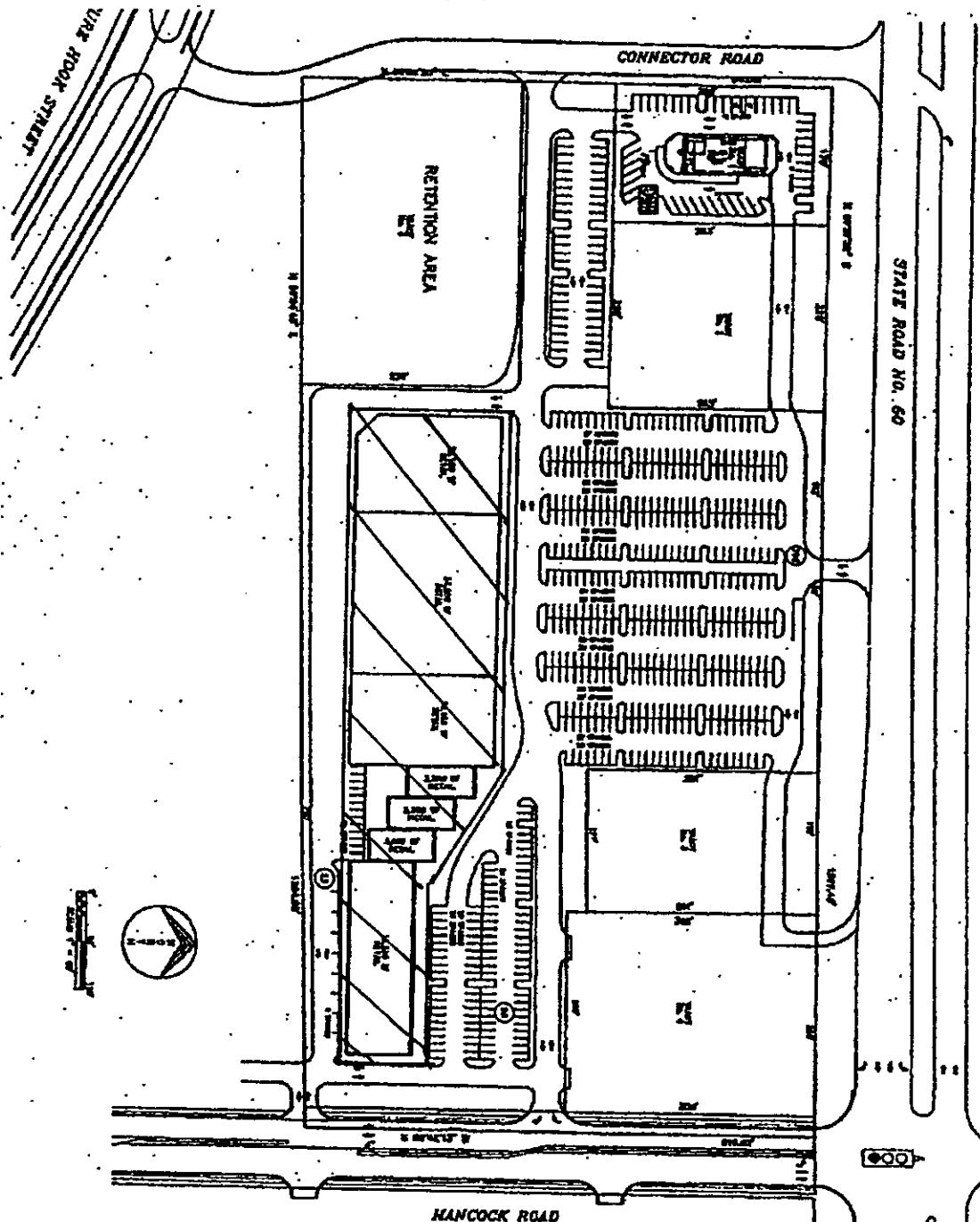


Building Data	
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Building 99	12,000 S.F.
Building 100	12,000 S.F.

<p>SP-1</p>	<p>Project Name: College Station Center</p> <p>Client: State of Florida</p>	<p>Architect: Presco Associates, LLC</p> <p>Address: 1000 N. ...</p>	<p>Architect: Cubaci & Peterson, Architects</p> <p>Address: ...</p>
	<p>SITE PLAN</p>		

Exhibit C

LOCATION OF MAIN PARCEL STORE BUILDINGS



Building	Area
Building 1	24,000 S.F.
Building 2	12,000 S.F.
Building 3	12,000 S.F.
Building 4	12,000 S.F.
Building 5	12,000 S.F.
Building 6	12,000 S.F.
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Building 23	12,000 S.F.
Building 24	12,000 S.F.
Building 25	12,000 S.F.
Building 26	12,000 S.F.
Building 27	12,000 S.F.
Building 28	12,000 S.F.
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Building 93	12,000 S.F.
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Building 95	12,000 S.F.
Building 96	12,000 S.F.
Building 97	12,000 S.F.
Building 98	12,000 S.F.
Building 99	12,000 S.F.
Building 100	12,000 S.F.

SP-1

College Station Center
1000 College Station Rd
College Station, TX

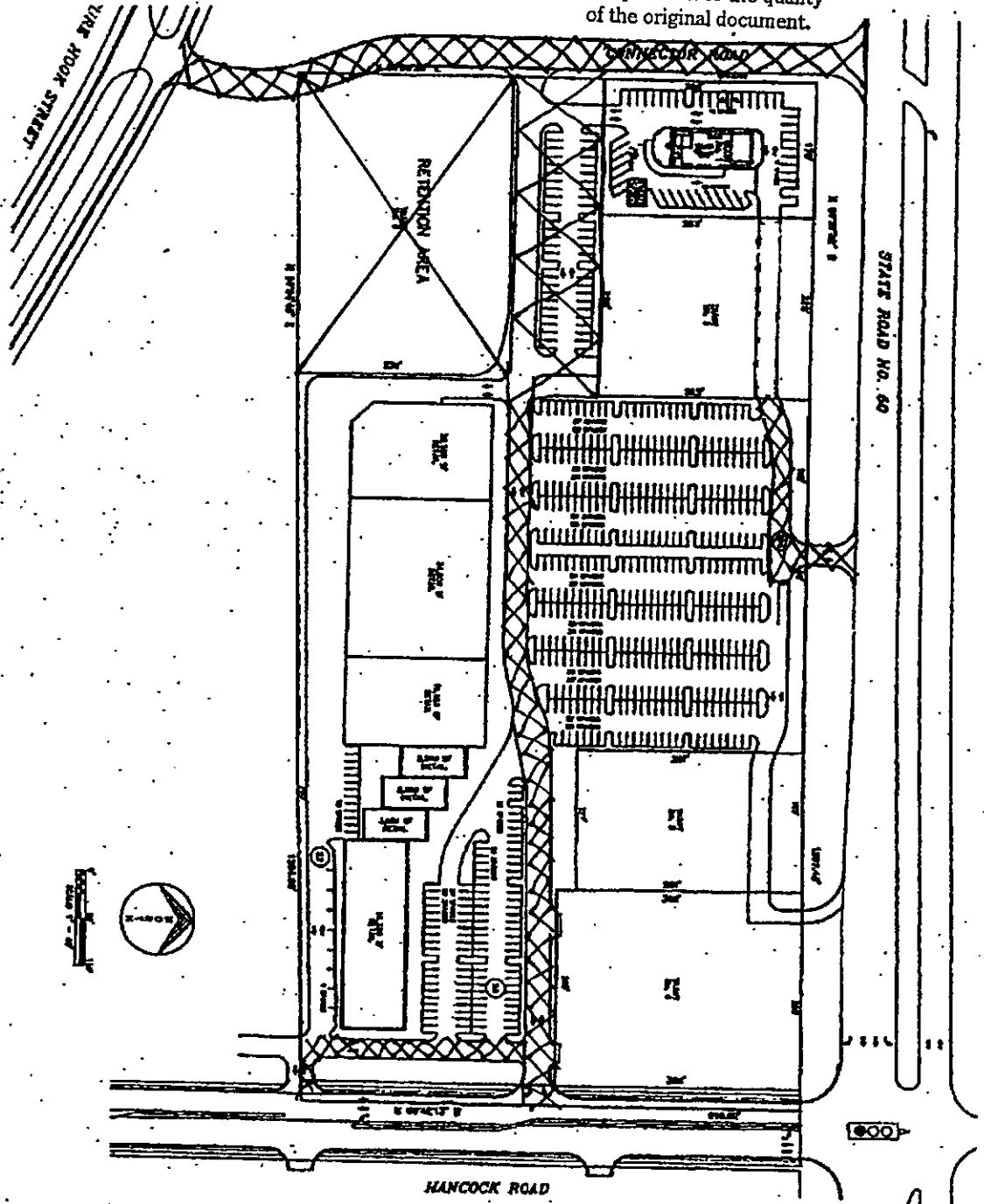
Presco Associates, LLC
1000 College Station Rd
College Station, TX

Cubaci & Peterson, Architects
1000 College Station Rd
College Station, TX

Exhibit C

The quality of this image is equivalent to the quality of the original document.

X COMMON AREA FACILITIES TO BE CONSTRUCTED BY LANDLORD

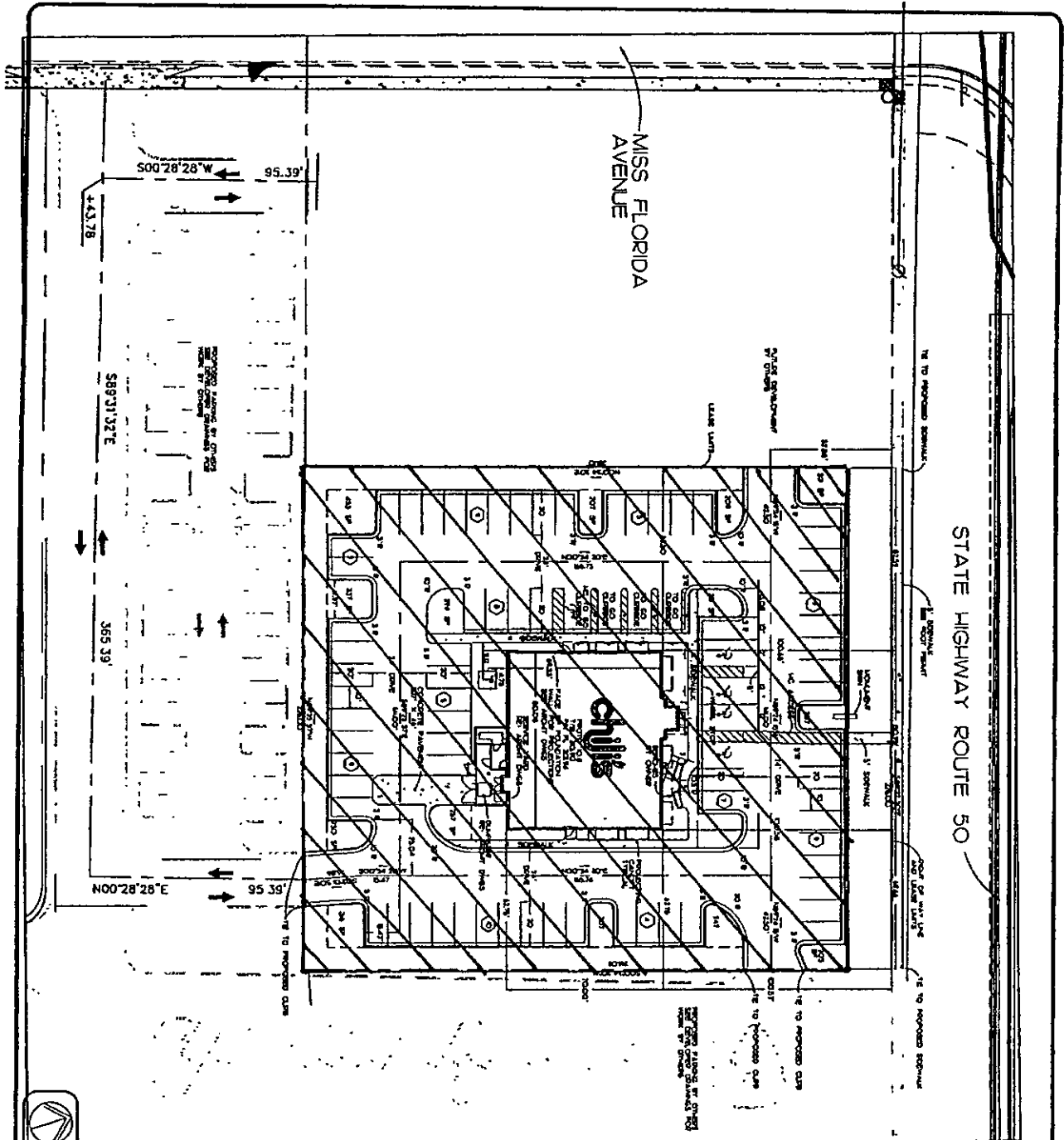


Building Data	
Building 1	24,000 S.F.
Building 2	14,000 S.F.
Building 3	12,000 S.F.
Building 4	1,200 S.F.
Building 5	1,200 S.F.
Building 6	1,200 S.F.
Building 7	1,200 S.F.
Building 8	1,200 S.F.
Building 9	1,200 S.F.
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Building 11	1,200 S.F.
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Building 44	1,200 S.F.
Building 45	1,200 S.F.
Building 46	1,200 S.F.
Building 47	1,200 S.F.
Building 48	1,200 S.F.
Building 49	1,200 S.F.
Building 50	1,200 S.F.

SP-1	College Station Center 1100 College St. SE & University Blvd College Station, TX 77801	Presco Associates, LLC 1100 College St. SE College Station, TX 77801	Cubaci & Peterson, Architects 1100 College St. SE College Station, TX 77801
	SITE PLAN		

The quality of this image is equivalent to the quality of the original document.

EXHIBIT C-1



 TEAANT'S MAINTENANCE AREA



NO.	REVISIONS	DATE

SITE PLAN
 CLIENT: [blank]
 PROJECT: [blank]
 DATE: 0-103

BRONCO ENGINEERING, INC.
 1000 N. [blank]
 SUITE 100
 TAMPA, FL 33602
 PHONE: [blank]
 FAX: [blank]

PREPARED BY: [blank]
 CHECKED BY: [blank]
 DATE: 1-1-20
 SCALE: 1\"/>

NOTES:
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.

PARKING TABLE
 TOTAL PARKING SPACES: [blank]
 TOTAL PARKING SPACES: [blank]
 TOTAL PARKING SPACES: [blank]
 TOTAL PARKING SPACES: [blank]

SITE DATA
 TOTAL SITE AREA: [blank]
 TOTAL BUILDING AREA: [blank]
 TOTAL PARKING AREA: [blank]
 TOTAL SITE AREA: [blank]

SCALE: 1\"/>

2

CFN 2004037034
Bk 02530 Pgs 0248 - 265; (18pgs)
DATE: 03/22/2004 12:22:05 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 73.00
TRUST FUND 9.50

PREPARED BY AND,
AFTER RECORDING, RETURN TO:

Q

Kim Snyder
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

NON-DISTURBANCE AGREEMENT

STATE OF FLORIDA)

COUNTY OF LAKE)

THIS NON-DISTURBANCE AGREEMENT (this "Agreement") is entered into between JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP, a Florida limited partnership ("Ground Lessor"), COLLEGE STATION RETAIL CENTER, L.L.C., Florida limited liability company ("Landlord"), and BRINKER FLORIDA, INC., a Delaware corporation ("Tenant"), to be effective as of the latest date set forth next to signatures below (the "Effective Date").

RECITALS

WHEREAS, Ground Lessor is the sole owner of fee simple title to a certain tract and/or tracts of land containing approximately 18.3682 acres comprising Phase 1 and Phase 2 of College Station Retail Center located in Clermont, Lake County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Center"); and

WHEREAS, Ground Lessor has leased the Center and the improvements located thereon to Landlord, pursuant to that certain Lease Agreement, dated as of June 4, 1997 (as amended, the "Ground Lease"); and

WHEREAS, the Ground Lease was amended by that certain Amended and Partially Restated Lease Agreement (Phase 1) and that certain Amended and Partially Restated Lease Agreement (Phase 2), each of which are dated as of June 4, 1997 for the purpose of bifurcating the Center into Phase 1 and Phase 2; and

WHEREAS, Landlord has entered into a Sublease Agreement with Tenant dated January 12, 2004 (the "Sublease") for Tract 2 of the Center (the "Premises"), as more particularly depicted on Exhibit "B" attached hereto and incorporated herein.

RETURN TO 0-031764-L
LandAmerica
Florida Commercial Services TS
2400 Maitland Center Pkwy., Suite 110
Maitland, FL 32751

0139030\100308\721724\2

NOW, THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as set forth herein.

1. Ground Lessor and Landlord hereby represent and warrant, jointly and severally that: (i) the Ground Lease is in full force and effect and has not been modified, supplemented, or amended; except as set forth in the Recitals above; and (ii) there are no known events or conditions existing which, with or without notice of the lapse of time or both, could constitute a monetary or other default of either Ground Lessor or Landlord under the Ground Lease, or which could entitle either Ground Lessor or Landlord to any setoff, claim, or defense against the enforcement of the Ground Lease.

2. Ground Lessor covenants, represents, and warrants that (i) Tenant shall peacefully and quietly have, hold, and enjoy the Premises during the term of the Sublease (including any renewals or extensions thereof); (ii) Ground Lessor shall not take any action(s) with respect to the Ground Lease and/or the Premises which materially and adversely impact Tenant's business operations on the Premises and/or Tenant's rights under the Sublease; and (iii) so long as Landlord is not in default of the Ground Lease beyond reasonable cure periods, Ground Lessor will not terminate (or, otherwise fail to extend the term of) the Ground Lease during the term of the Sublease (including any renewals or extensions thereof).

3. Ground Lessor and Landlord hereby agree to deliver to Tenant copies of all notices regarding the Ground Lease immediately upon receipt or transmittal.

4. Provided Tenant is not in default under any of the terms, covenants or conditions of the Lease beyond applicable notice and curative periods, all rights of Tenant under the Sublease and Tenant's possession of the Premises demised under the Sublease shall not be affected or disturbed by Ground Lessor in the exercise of any of its rights under the Ground Lease, and the Sublease and Tenant's right of possession of the Premises demised under the Sublease shall continue in accordance with the terms of the Sublease between Tenant and Ground Lessor, or any successor to Ground Lessor's interest.

5. In the event of the expiration or termination of the Ground Lease, Tenant shall attorn to Ground Lessor or to any successor to Ground Lessor's interest, and the Sublease shall continue in accordance with its terms between Tenant and Ground Lessor or such successor, or at the election of Ground Lessor, Tenant shall execute an amendment to the Sublease which designates the Ground Lessor as the landlord under the Sublease.

6. Ground Lessor and its successors shall not be bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance or by any amendment to or modification of the Sublease made without the consent of Ground Lessor.

7. The foregoing provisions shall be self-operative. Nevertheless, Tenant agrees to execute and deliver to Ground Lessor, or to any party to whom Tenant agrees to execute and deliver to Ground Lessor, or to any party to whom Tenant has agreed to attorn, such other instrument as any party shall request in order to effectuate said provisions.

8. This Agreement shall expire on the last day of the tenth (10th) year following the Rent Commencement Date as defined in the Lease, as the same may be extended or renewed pursuant to Paragraph 2 of the Lease.

9. Tenant agrees that if Ground Lessor should succeed Landlord, then (i) upon written notice from Ground Lessor to such effect, Tenant shall add Ground Lessor as an additional insured on the liability insurance Tenant is required to carry under the Lease, and (ii) Ground Lessor agrees that it shall not (nor consent to allow any other party to) erect, construct or install any subsequent signage, buildings, or other improvements in, or make any changes to, the portion of the Common Area of the Center labeled as the "No Build Area" on the Site Plan, as more particularly depicted on Exhibit C attached hereto and incorporated herein

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

11. Miscellaneous Provisions.

(a) Gender. Words of any gender used herein shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(b) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(c) Exhibits. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth herein in their entirety.

(d) Severability. If any term or provision, or any portion thereof, of this Agreement, or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) Counterparts. This Agreement may be signed in counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

(f) Attorneys' Fees. In the event of litigation between the parties to enforce this Agreement, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, court costs, attorneys' fees, court costs, and discovery costs.

(g) Governing Law. This Agreement shall construed, interpreted, and enforced pursuant to the applicable laws of the State of Florida.

(h) Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the matters referenced herein, and no amendment or modification of this Agreement shall be binding or valid unless expressed in a writing executed by all of the parties hereto.

(i) Warranty of Authority. Each individual executing this Agreement on behalf of either Ground Lessor, Landlord, or Tenant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Ground Lessor, Landlord, or Tenant (as the case may be) and that this Agreement shall be binding upon such party (as the case may be) on and after the Effective Date.

(j) Rules of Construction. The terms of this Agreement have been examined, reviewed, negotiated, and revised by counsel for each party, and no implication will be drawn against any party by virtue of the preparation and drafting of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

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

[Signature]
Signature of Witness
Keith H. Wadsworth
Printed Name of Witness

[Signature]
Signature of Witness
Linda W Justice
Printed Name of Witness

"GROUND LESSOR":

JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP, a Florida limited partnership

By: [Signature]
John P. Adams, General Partner

By: [Signature]
Ann D. Adams, General Partner

Date Executed: 20th Feb, 2004

(SEAL)

"LANDLORD":

COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company

By: _____
Robert M. Shakar, President

Date Executed: _____, 2004

(SEAL)

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

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

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

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

"TENANT":

BRINKER FLORIDA, INC., a Delaware corporation

By: _____
Jay L. Tobin, Vice President and Assistant Secretary

Date Executed: _____, 2004

(SEAL)

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S:\LEGAL\RE\SITES\SCCH\MTPLEASANT\NDAM

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

GROUND LESSOR:

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

~~ADAMS FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership~~

~~Signature of Witness~~

~~By: _____~~

~~Printed Name of Witness~~

~~Name: _____~~

~~Title: _____~~

~~Signature of Witness~~

~~Date Executed: _____, 2004~~

~~Printed Name of Witness~~

~~(SEAL)~~

LANDLORD:

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

COLLEGE STATION RETAIL CENTER, L.L.C.,
a Florida limited liability company

Gloria J. Hall
Signature of Witness

By: *Robert M. Shakar*
Robert M. Shakar, President

GLORIA J. HALL
Printed Name of Witness

Jeanne Mohammed
Signature of Witness

Date Executed: *1/12/04*, 2004

Jeanne Mohammed
Printed Name of Witness

(SEAL) *232 MOHAWK DR
CLERMONT, FL 34711*

TENANT:

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

BRINKER FLORIDA, INC.,
a Delaware corporation

Michelle Hargis
Signature of Witness

By: *Jay L. Tobin*
Jay L. Tobin, Vice President
and Assistant Secretary

Michelle Hargis
Printed Name of Witness

Sandra Riddels
Signature of Witness

Date Executed: *January 6*, 2004

Sandra Riddels
Printed Name of Witness

(SEAL) *6820 LBJ FREEWAY
DALLAS, TX 75240*

ACKNOWLEDGMENT

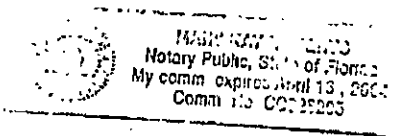
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STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 20th day of FEBRUARY, 2004, by John P. Adams and Ann D. Adams, each as a General Partner of **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, on behalf of the Partnership. They are personally known to me or have produced _____ as identification.

(NOTARY SEAL)

Mary Kay Roberts
Notary Public Signature



MARY KAY ROBERTS
(Name typed, printed or stamped)
Notary Public, State of FLORIDA
Commission No.: CC928205
My Commission Expires: 04/13/2004

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Robert M. Shakar, as President of **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company, on behalf of the Company. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

§
§
§

This instrument was acknowledged before me on this _____ day of _____, 2004, by _____ of the Adams Family Limited Partnership, a Florida limited partnership, on behalf of said partnership, who _____ is personally known to me or _____ produced his/her driver's license as identification.

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LAKE

§
§
§

This instrument was acknowledged before me on this 18th day of JANUARY, 2004, by Robert M. Shakar, President of College Station Retail Center, L.L.C., a Florida limited liability company, on behalf of said limited liability company, who is personally known to me or _____ produced his/her driver's license as identification.

Gloria J. Hall
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

9/15/06

GLORIA J. HALL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD124282
EXPIRES 09/15/2006
BONDED THRU 1-888-NOTARY1

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 6th day of January, 2004, by JAY L. TOBIN, Vice President and Assistant Secretary of Brinker Florida, Inc., a Delaware corporation, on behalf of said corporation, who X is personally known to me or _____ produced his/her driver's license as identification.

Cindy L. Dornan
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

September 14, 2006



EXHIBIT A
The Center

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of the original document.

SKETCH OF DESCRIPTION
PHASE 2A
CLERMONT COLLEGE STATION CENTER

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, ALONG THE SOUTHERLY RIGHT OF LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 477.01 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; S00°36'23"W, A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING;

THENCE S00°36'23"W, A DISTANCE OF 250.97 FEET TO A POINT; THENCE S78°47'55"W, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N89°33'24"W, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N00°57'13"E, A DISTANCE OF 70.88 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 5.03 FEET TO A POINT; THENCE N00°34'20"E, A DISTANCE OF 187.75 FEET TO A POINT; THENCE N56°50'34"E, A DISTANCE OF 29.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF N68°06'12"E, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE S89°25'24"E, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A CHORD BEARING AND DISTANCE OF S64°58'36"E, 45.88 FEET) FOR AN ARC DISTANCE OF 47.66 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22°31'54" AND A CHORD BEARING AND DISTANCE OF N76°32'14"E, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.8979 ACRES OF LAND, MORE OR LESS.

EXHIBIT A
The Center

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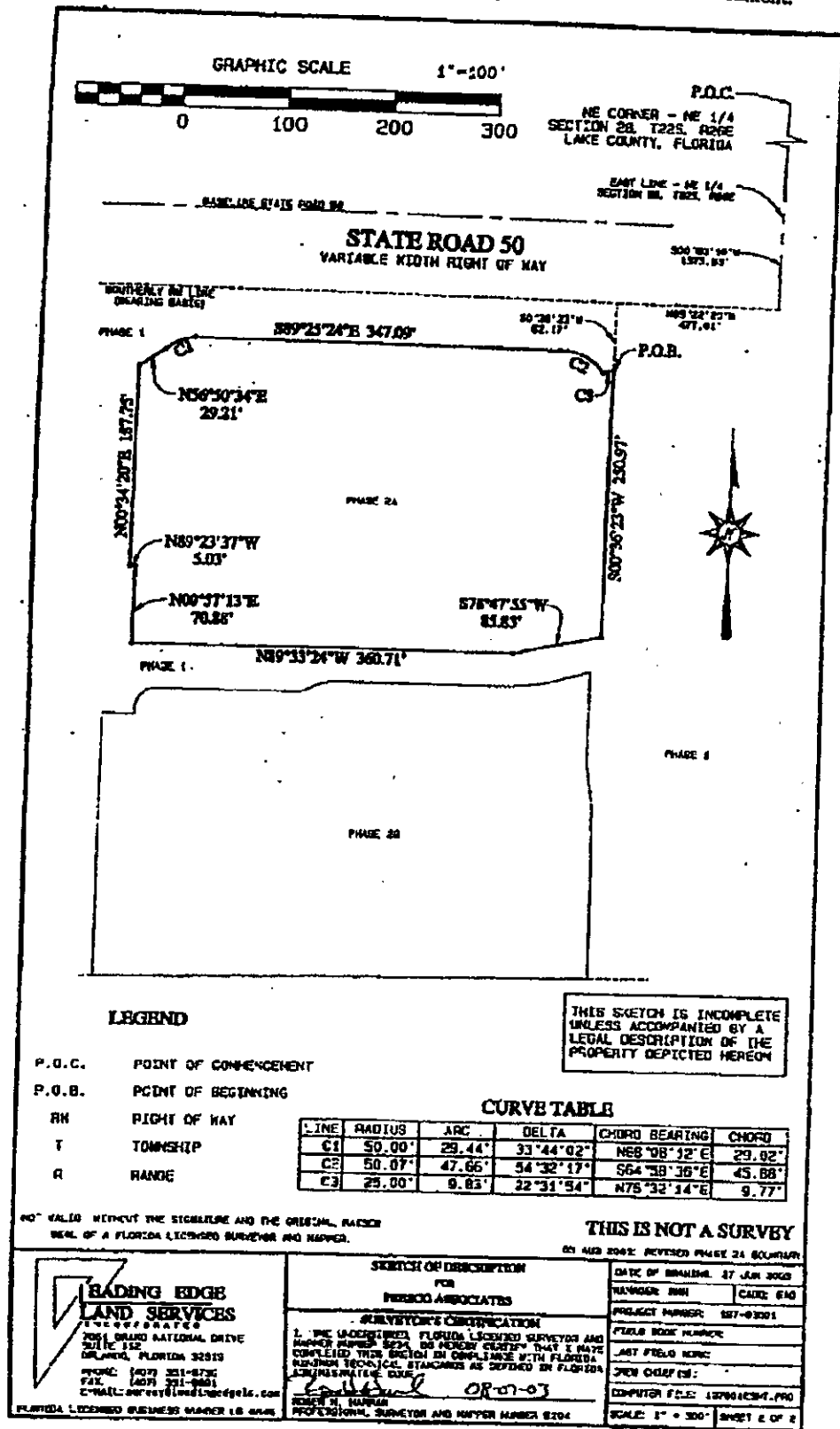


EXHIBIT A
The Center

The quality of this image
is equivalent to the quality
of the original document.

**SKETCH OF DESCRIPTION
PHASE 2B
CLERMONT COLLEGE STATION CENTER**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY); THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO THE POINT OF BEGINNING;

THENCE S89°32'18"W, A DISTANCE OF 468.19 FEET TO A POINT; THENCE N00°27'13"E, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S88°55'58"E, A DISTANCE OF 29.95 FEET TO A POINT; THENCE N01°04'02"E, A DISTANCE OF 4.68 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF N45°50'12"E, 26.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 129.43 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF N75°21'52"E, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF N75°49'12"E, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 153.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF N82°08'55"E, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF N75°55'25"E, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF NON-TANGENCY; THENCE S00°36'23"W, A DISTANCE OF 84.60 FEET TO A POINT; THENCE S08°42'51"E, A DISTANCE OF 44.08 FEET TO A POINT; THENCE S00°07'55"W, A DISTANCE OF 154.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.8476 ACRES OF LAND, MORE OR LESS.

EXHIBIT A
The Center

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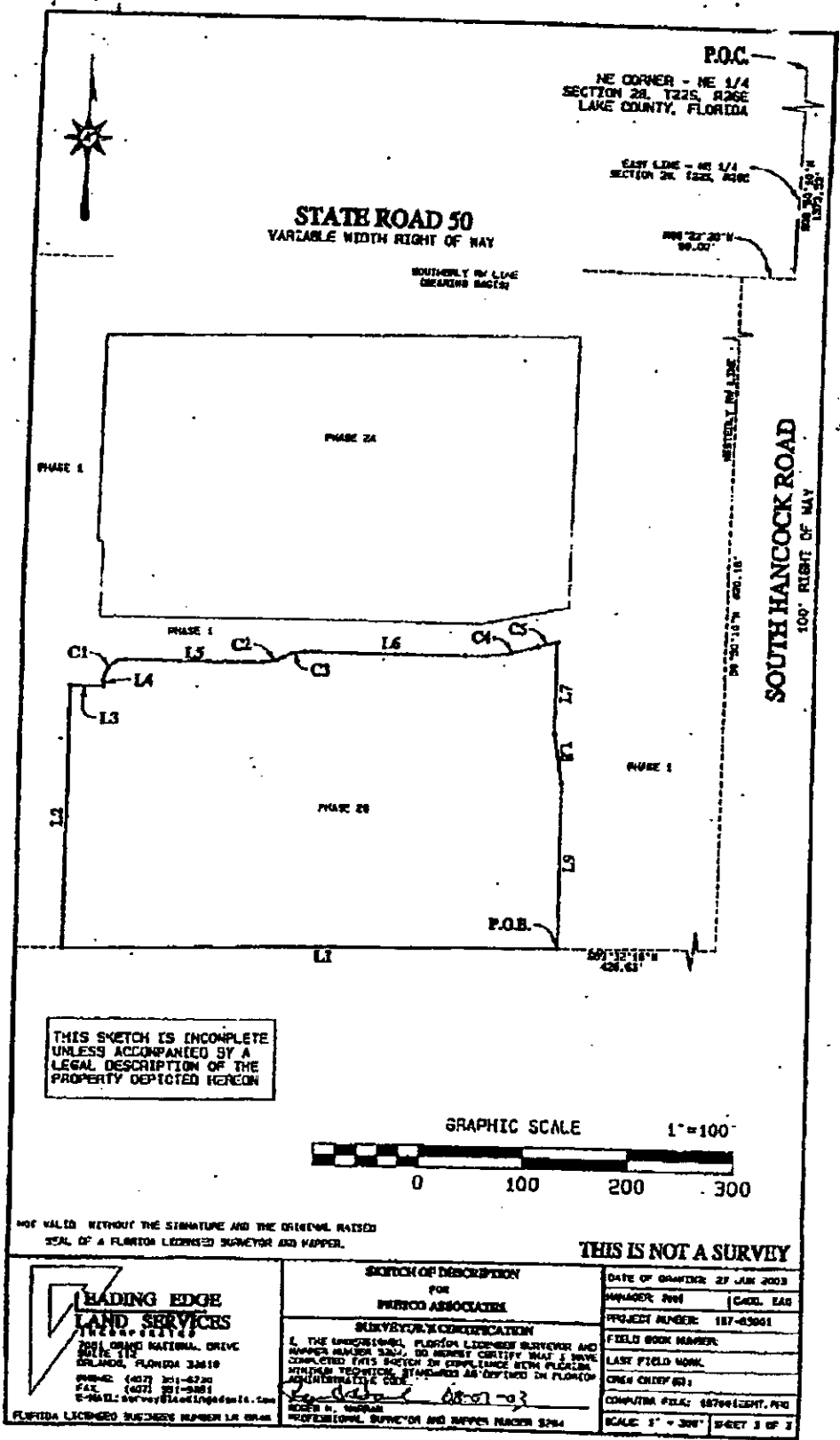


EXHIBIT A
The CenterThe quality of this image
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of the original document.**SKETCH OF DESCRIPTION**
PHASE 1
CLERMONT COLLEGE STATION CENTER**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°56'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST

Page 5 of 7

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LEGAL DESCRIPTION, CONTINUED

LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,

S00°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 5.03 FEET TO A POINT; THENCE S00°57'13"W, A DISTANCE OF 70.88 FEET TO A POINT; THENCE S89°33'24"E, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N78°47'55"E, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 313.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.1285 ACRES OF LAND, MORE OR LESS.

AND COMMON AREA #3, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY); THENCE N89°22'20"W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50 A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°36'23"W, A DISTANCE OF 62.17 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22°31'54" AND A CHORD BEARING AND DISTANCE OF S76°32'14"W, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A CHORD BEARING AND DISTANCE OF N64°58'36"W, 45.88 FEET) FOR AN ARC DISTANCE OF 47.66 FEET TO A POINT; THENCE N89°25'24"W, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF S68°06'12"W, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE S56°50'34"W, A DISTANCE OF 29.21 FEET TO A POINT; THENCE N00°34'20"E, A DISTANCE OF 73.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 449.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 21592 SQUARE FEET (0.4942 ACRES) OF LAND, MORE OR LESS.

PHASE 1 CONTAINS A TOTAL OF 12.6227 ACRES OF LAND, MORE OR LESS.

EXHIBIT A
The Center

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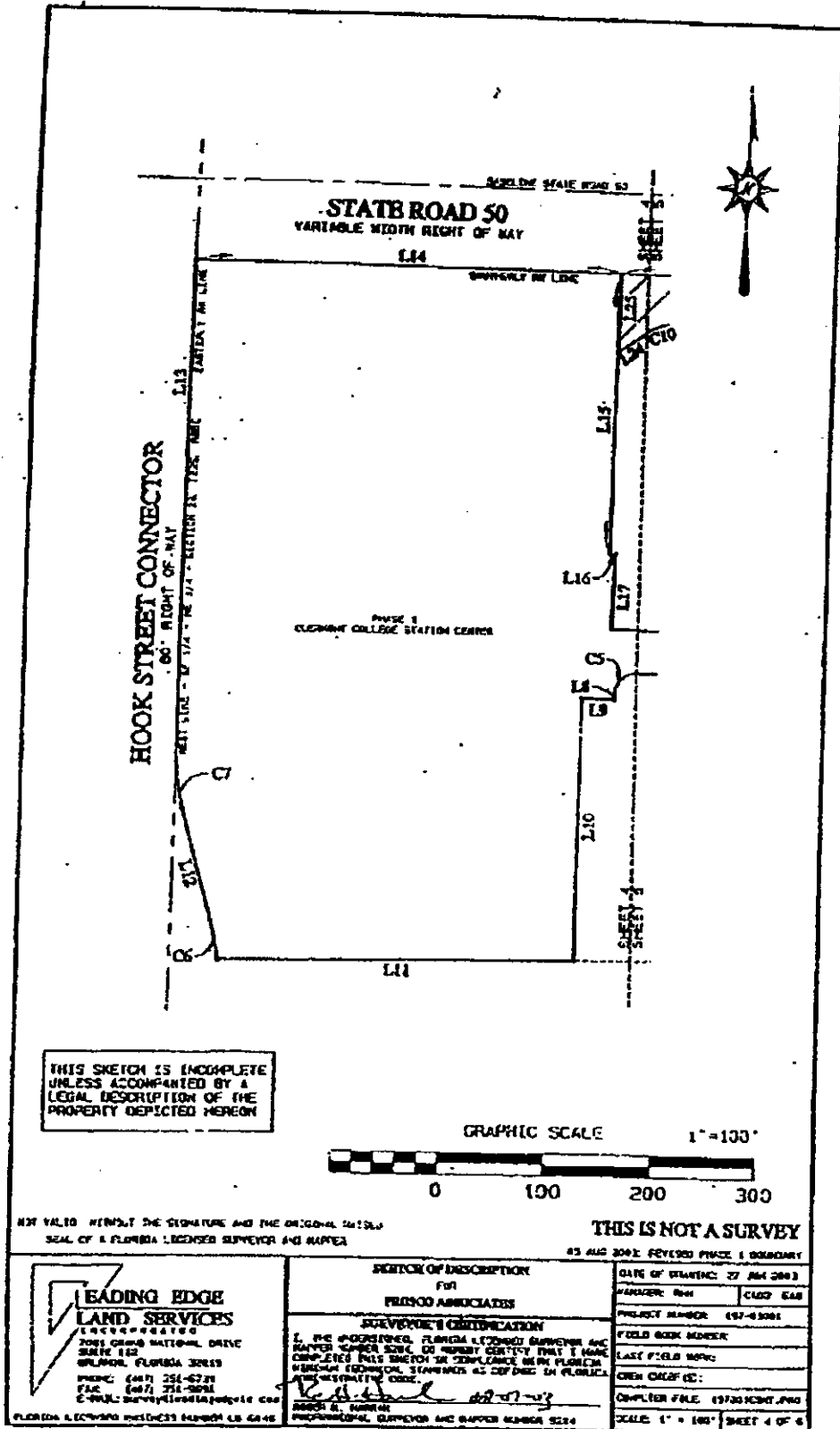


EXHIBIT B
The Premises

OR BOOK 02530 PAGE 0264

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SKETCH OF DESCRIPTION
TRACT 2
CLERMONT COLLEGE STATION CENTER

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 20, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 20; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 20, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 20, NB9°22'20"W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 926.49 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-LINE OF SAID STATE ROAD 50, S0°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE NB9°23'37"W, A DISTANCE OF 226.00 FEET TO A POINT; THENCE N0°34'20"E, A DISTANCE OF 261.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S09°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 226.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.3544 ACRES OF LAND, MORE OR LESS.

NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR TRACT 2 OF THE PROPOSED CLERMONT COLLEGE STATION CENTER.
2. THE BASIS OF BEARINGS FOR THIS SKETCH OF DESCRIPTION IS THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 WHICH IS ASSUMED TO BEAR S09°22'20"E.
3. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

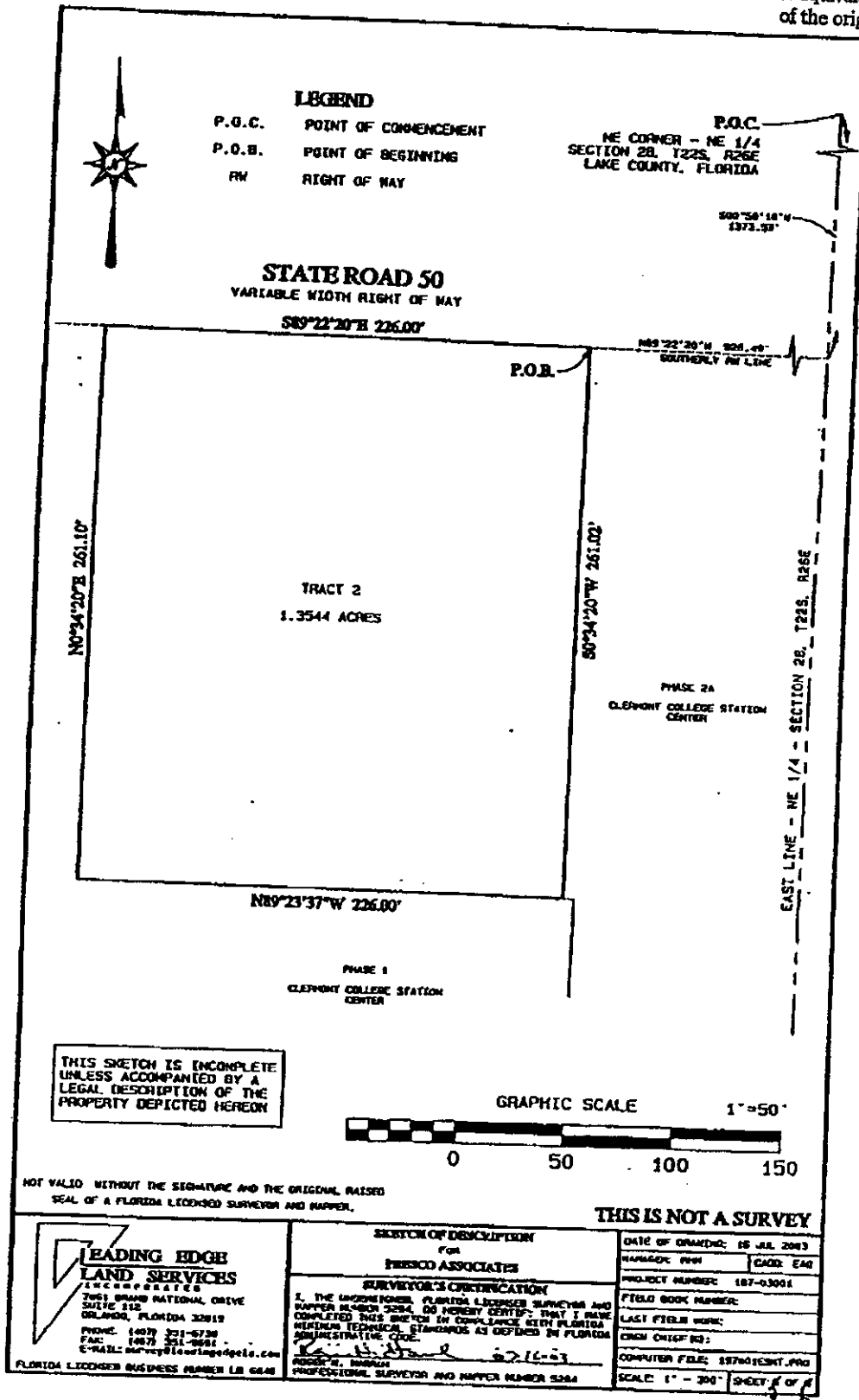


SKETCH OF DESCRIPTION FOR PESCO ASSOCIATES	DATE OF DRAWING: 16 JUL 2003	
	MANAGER: WFM	CADD: EAO
SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 5204, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA SURVEYING TECHNICAL STANDARDS AS DEFINED IN FLORIDA STATUTE 403.	PROJECT NUMBER: 197-03001	
	FIELD BOOK NUMBER:	
	LAST FIELD WORK:	

EXHIBIT B
The Premises

OR BOOK 02530 PAGE 0265

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CFN 2004103129
Bk 02627 Pgs 0662 - 675; (14pgs)
DATE: 07/30/2004 03:09:11 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 120.50

PREPARED BY AND,
~~AFTER RECORDING, RETURN TO:~~

Kim Snyder
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
(972) 770-9581

**SUBORDINATION, ATTORNMENT
AND NON-DISTURBANCE AGREEMENT**

STATE OF FLORIDA)

COUNTY OF LAKE)

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") is entered into this 26th day of February, 2004, by and between BRINKER FLORIDA, INC., a Delaware corporation (hereinafter called "Tenant"), and SOUTHTRUST BANK, an Alabama banking corporation (hereinafter called "Lender");

RECITALS:

WHEREAS, Tenant is the tenant under that certain Sublease Agreement ("Lease") dated January 12, 2004, between Tenant and College Station Retail Center, L.L.C. ("Borrower"), as landlord, covering certain real property located in the City of Clermont, the County of Lake, State of Florida, more fully described in Exhibit "A" attached hereto and made a part hereof (the "Premises"). The Premises are situated in and constitute part of a shopping center located on the southwest corner of State Highway 50 and Hancock Road, and locally known as "College Station Retail Center" (the "Center"), the same being more particularly described on Exhibit "B" attached hereto and made a part hereof. The Center is shown on the site plan attached hereto as Exhibit "C" (the "Site Plan"); and

WHEREAS, Borrower has requested Lender to make a mortgage loan secured by a deed of trust from Borrower to Lender (the "Mortgage"), covering the Center (including the Premises); and

WHEREAS, Lender is willing to make the requested mortgage loan, provided Tenant executes this Agreement; and

WHEREAS, Tenant agreed to enter into the Lease provided Lender would execute this Agreement.

R RETURN TO: 0-031764-L
LandAmerica - Fl. Comm. Prod. (TS)
2400 Maitland Center Pkwy., Suite 105
Maitland, FL 32751

0139030110030817228572

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in order for Lender to make the mortgage loan, Tenant and Lender hereby agree and covenant as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Lease and the estate conveyed thereby are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement.

3. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession under the Lease and Tenant's rights and privileges thereunder or under any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Lender under any circumstances and Tenant's occupancy shall not be disturbed by Lender during the term of the Lease or any extensions or renewals thereof. Lender will be bound by the terms of the Lease, and will not join Tenant as a party defendant in any foreclosure proceeding taken by Lender.

4. If the interests of Borrower shall be acquired by Lender by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder of the Mortgage, by deed in lieu of foreclosure or by any other method and Lender succeeds to the interests of Borrower under the Lease, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefore contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender, as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto, immediately upon Lender's succeeding to the interest of Borrower under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interests of Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference, with the same force and effect as if set forth at length herein.

5. If Lender shall succeed to the interests of Borrower under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and Tenant shall have the same remedies against Lender for the breach of any agreement contained in the Lease

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- 2 -