

**10.7 PROOF OF COMPLIANCE.** Upon written request by any Owner, the Association shall provide within ten (10) business days an estoppel letter as to compliance with the requirements set forth herein.

## **ARTICLE 11**

### **AMENDMENT**

**11.1 AMENDMENT BY DECLARANT.** Until the earlier of (i) voluntary conversion of Class B membership by the Declarant, (ii) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, (iii) Declarant no longer owns any Parcel (iv) December 31, 2025 (the “Turnover Date”), the terms, provisions, covenants, conditions, restrictions and reservations set forth in this Declaration may be changed, amended or modified from time to time by the Declarant in its sole (but commercially reasonable) discretion and without requiring the joinder or consent of any person or party whatsoever, provided any such change, amendment or modification does not materially diminish any Owner’s rights or obligations under this Declaration, or adversely affect any Owner’s use of its Parcel or its rights with respect thereto.

**11.2 AMENDMENT BY ASSOCIATION.** The terms, provisions, covenants, conditions, restrictions and reservations as set forth in this Declaration may be changed, amended or modified at any time and from time to time by the Association upon the affirmative written consent or vote of not less than seventy-five percent (75%) of the total voting power of the Members of the Association; provided, however, that any amendment to the Declaration prior to the Turnover Date, as set forth under **Section 11.1**, shall only be effective with the Declarant's express written joinder and consent.

**11.3 INTENTIONALLY OMITTED.**

**11.4 CONSENT OF DISTRICT.** Any amendment to the Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District.

**ARTICLE 12**

**EASEMENTS**

**12.1 ACCESS AND PARKING.** Declarant hereby declares and creates, for the benefit of the Owners of all or any portion of the Subject Property and the Association, a non-exclusive and perpetual easement for pedestrian and vehicular ingress and egress in common with others, over, upon and across the "Joint Access Easement Area" depicted in the Center Site Plan and more particularly described in Exhibit "C".

**12.2 UTILITIES.** The Declarant hereby declares and creates for the benefit of each Owner of a portion of the Subject Property and the Association a non-exclusive, perpetual easement for (i) surface water and stormwater drainage across and into the "Drainage Easement Area" depicted on the Center Site Plan and as more particularly described in the attached Exhibit "D"; (ii) surface water and stormwater drainage across and into the Joint Access Easement Area; (iii) surface water and stormwater retention in all surface water and stormwater drainage retention structures and areas; and (iv) the purposes of connecting to and making use of all underground storm sewer lines, sanitary sewer pipes, irrigation pipes, water and gas mains, electric power lines, telephone lines, cable television and other communication lines and all other utility lines, wires, pipes, and conduits which may from time to time be in, the Joint Access

Easement Area, the Drainage Easement Area and the "Utility Easement Area" as depicted on the Center Site Plan and as more particularly described in the attached Exhibit "E".

The Declarant hereby declares and creates for the benefit of the Association non-exclusive, perpetual easement over, in, to, under and across the Common Areas for the purpose of installation, operation, use, maintenance, repair, replacement, removal and relocation of the (i) Surface Water or Stormwater Management System, and (ii) all underground storm sewer lines, sanitary sewer pipes, irrigation pipes, water and gas mains, electric power lines, telephone lines, cable television and other communication lines and underground utility lines and all facilities relating thereto.

**12.3 MASTER SIGN EASEMENT TERMS.** Declarant shall have the right and option to declare and create, at any time prior to the Turnover Date, one or more sign easement areas in the Subject Property then owned by Declarant (the "Master Sign Easements"), for the purposes of installing, maintaining and operating one or several master sign facilities for the benefit and use of Parcels, (the "Master Sign Facilities").

**12.3 EASEMENT FOR ACCESS AND DRAINAGE.** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Parcel which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the District permit. Without limiting the generality of the foregoing, such operation, repair, replacement and maintenance shall be performed in a manner which will minimize interference with or diminution of access to the Parcel on which such work is being performed.

Open trenches created by repair and maintenance work shall be filled as rapidly as is feasible and shall be covered with steel plates or other appropriate material if such trenches interfere with ingress and egress to and from the Owner's property. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the District.

## ARTICLE 13

### RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors and assigns, as follows:

**13.1 LANDSCAPING** Unless otherwise agreed by Declarant, landscaping on each Parcel and stormwater drainage and retention features located on and serving only that Parcel shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. Owners shall maintain their landscaping by mowing and edging to prevent overgrowth and trees and shrubbery shall be maintained to prevent obstruction of roads and walkways. All landscaped and grassed areas on each Parcel shall be watered by means of an automatic underground sprinkler system which shall be employed so as to keep all vegetation in such condition as is consistent with the Common development scheme in the Center. Landscaping shall be installed prior to occupancy or completion of any buildings (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

**13.2 OBNOXIOUS OR OFFENSIVE ACTIVITY**. No activity which is considered obnoxious or offensive by general community standards shall be allowed upon the Subject

Property, nor shall any use or practice be allowed which interferes with the peaceful possession and proper use and enjoyment of the Subject Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Area, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of the Subject Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that is objectionable because of its unusual volume, duration, intermittent beat, frequency or shrillness in the context of businesses operating in a commercial retail Center; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. The normal activities surrounding construction of a commercial structure shall not violate the prohibition contemplated herein.

**13.3 RULES AND REGULATIONS.** Reasonable rules and regulations may be promulgated by the Board of Directors of the Association as to the use and enjoyment of the Subject Property. Such rules and regulations shall be observed by the Owners and occupants thereof, so long as such rules and regulations are reasonable in scope and are reasonably related to the overall use and enjoyment of the Subject Property and provided that such rules and regulations are applied and enforced in a uniform and non-discriminatory manner. Such rules and regulations may involve such matters as air conditioning units, temporary structures, nuisances, garbage and trash disposal, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this

Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective.

**13.4 GARBAGE AND TRASH.** No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Subject Property except in covered or sealed sanitary containers located in an area designated by Declarant. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Rules regarding periodic pick-up of trash removal shall be set from time to time by the Board of Directors of the Association.

**13.5 STORAGE RECEPTACLES.** No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board of Directors.

**13.6 VEHICLES AND REPAIR.** No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel.

**13.7 TEMPORARY STRUCTURES.** No building or structure of a temporary character, including-trailers, tents and shacks shall be permitted in the Subject Property; provided, however, temporary improvements used solely in connection with the construction of permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

**13.8 AIR-CONDITIONING EQUIPMENT.** No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in the Subject Property unless approved by the Board of Directors. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. The Board of Directors may prohibit window air conditioning units altogether or impose stricter standards.

**13.9 SUBDIVISION.** No part of the Subject Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns a Parcel, and thereafter by the Board of Directors. Nothing in the Declaration shall prohibit or otherwise impair Declarant from further subdividing or modifying the boundaries any unimproved Parcel then owned by Declarant.

**13.10 COMPLETION OF CONSTRUCTION.** After commencement of construction of any improvements in the Subject Property, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall be completed no later than eighteen (18) months after commencement of construction thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements and shall keep the Common Area free from obstruction for at least one-way vehicular traffic for the purposes of access, ingress and egress to and from the Center and to and from each Parcel.

**13.11 EXCAVATION.** No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

**13.12 STORAGE AND LOADING AREAS.** Unless specifically approved in writing by the Board of Directors no materials, supplies or equipment (except during the construction of improvements) shall be stored in any area of any Parcel except inside an approved and building, or behind a visual barrier screening such areas from the view of the adjoining Parcels and any street.

**13.13 UTILITY SERVICE.** No "service lines" shall be constructed, placed or maintained anywhere in or upon the Subject Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the Board of Directors. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing requirement to place "service lines" underground shall not apply to "transmission lines" now or hereafter existing on the Subject Property. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires etc. as transmit the current or power to the Parcels or parts thereof, and from which the "service lines" run.

**13.14 FENCES.** All fencing or other enclosures shall be of such dimension, composition and configuration as approved by the Board of Directors.

**13.15 VARIANCES.** The Association may grant variances for the restrictions contained herein but the granting of such variances shall not be deemed to set a precedent or be deemed to imply acquiescence regarding the enforcement of these restrictive covenants. The



criteria upon which any variance is granted to Owners shall at all times be applied to all Owners, including Declarant, in a uniform non-discriminatory manner.

#### ARTICLE 14

##### MISCELLANEOUS PROVISIONS

**14.1 CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person, corporation, partnership, limited partnership, trust, association, or other legal entity, who or which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of the Subject Property, whether or not such interest is reflected upon the Public Records of Lake County, Florida, shall be conclusively deemed to have consented and agreed to each and every term, provision, covenant, condition, restriction and reservation contained or by reference incorporated in this Declaration, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Subject Property or any portion thereof.

**14.2 PERSONAL COVENANTS.** To the extent that the acceptance or conveyance of a Parcel creates a personal covenant between the Owner of such Parcel and the Declarant, the Association or any other Owner or Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner, except to the extent that this Declaration may provide otherwise with respect to the personal obligation of such Owner, for the payment of Assessments for which provision is expressly made in this Declaration.

**14.3 GOVERNING LAW.** This Declaration and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.

**14.4 CONSTRUCTION.** The provisions of this Declaration shall be liberally construed so as to effectuate and carry out the objects and purposes specified in Article 2 of this Declaration.

**14.5 ATTORNEYS' FEES.** In the event that legal proceedings are instituted to enforce any of the provisions set forth in this Declaration, as amended or 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.

**14.6 NO WAIVER.** Failure by the Declarant or the Association to enforce any term, provision, covenant, condition, restriction or reservation herein contained in any particular instance or on any particular occasion shall not be deemed a waiver of the right to do so upon any subsequent violation or attempted violation or default or attempted default of the same or any other term, provision, covenant, condition, restriction, easement or reservation contained herein.

**14.7 CUMULATIVE RIGHTS AND REMEDIES.** In connection with the enforcement of this Declaration, all rights and remedies of the Declarant, the Association and the Owners, to the extent provided herein, shall be cumulative, and no single right or remedy shall be exclusive of any other, and Declarant, the Association, and the Owners, to the extent specifically provided in this Declaration, shall have the right to pursue anyone or all of such

rights or remedies or any other remedy or relief which may be provided by law, whether or not expressly stated in this Declaration or otherwise.

**14.8 EFFECT OF INVALIDATION.** If in the course of an attempt to enforce this Declaration, any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

**14.9 NOTICE.** Any notice required or permitted to be given pursuant to the provisions of this Declaration shall be in writing and shall be deemed to have been properly and timely delivered by either party to the other if such notice shall have been delivered by overnight express mail (which shall include Federal Express or United Parcel Service or any other nationally recognized overnight Courier Service) or certified mail, return receipt requested and notices shall be effective upon receipt (as evidenced by return receipt if sent via mail). Rejection or refusal to accept will have the effect of receipt. The notices shall be delivered to the interested parties as follows:

(a) Notice to an Owner shall be delivered to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Parcel. In the case of co-owners any such notice may be delivered or sent to anyone of the co-owners on behalf of all co-owners and shall be deemed to be and constitute delivery on all such co-owners.

(b) Notice to the Association shall be to the address furnished by the Association or to the address of its principal place of business which initially is: 17532 Cobblestone Lane, Clermont, FL 34711. If the Association changes its address for notice purposes, it shall give written notice thereof to the Declarant and each Owner.

(c) Notice to the Declarant shall be to the address furnished by the Declarant to the Association or the address of its principal place of business which initially is: 17532 Cobblestone Lane, Clermont, FL 34711. If the Declarant changes its address for notice purposes, it will send written notice thereof to the Association and each Owner.

**14.10 DURATION.** The terms, provisions, covenants, conditions, restrictions or reservations set forth in this Declaration shall run with the land and shall continue and be binding upon the Declarant and the Association and upon each Owner from time to time of any Parcel or portion thereof and the respective successors and assigns and all other persons, parties or legal entities having or claiming any right, title or interest in the Parcels, by, through or under any of them, for a period of Fifty (50) years from the date this Declaration is recorded among the Public Records of Lake County, Florida, after which time this Declaration and the easements, covenants, conditions, restrictions or reservations set forth herein, as the same shall have been changed, amended or modified from time to time, shall be automatically extended for successive periods of ten (10) years unless an instrument of termination executed by the Association upon the affirmative written consent or the vote of not less than 50% of the total voting power of the Members of the Association shall be recorded among the Public Records of Lake County, Florida prior to the end of the initial term or any subsequent extension term of this Declaration.

**14.11 ASSIGNMENT OF DECLARANT'S RIGHTS AND INTERESTS.** The rights and interests of the Declarant under this Declaration may be transferred and assigned by the Declarant to any successor or successors to all or part of the Declarant's interest in the Subject Property only by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying or assigning such rights and interests to such successor.

**14.12 INDEMNIFICATION.** Any party who performs work on another's property shall promptly restore any portion of the property damaged or disturbed as a result of such work, and shall indemnify the Owner of the Subject Property on which such work is performed against any loss, damage, claim, suit, cost and expense (including reasonable attorneys' fees) arising out of the work performed.

**14.13 NO WARRANTIES.** This Declaration is made for the purposes set forth in Article 2 of this Declaration and the Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of the terms and provisions of or the easements, covenants, conditions, restrictions and reservations set forth in this Declaration, or as to the compliance of any of the same with public laws, ordinances and regulations applicable thereto.

**14.14 ENFORCEMENT.** The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

**14.15 NO DEFAULT.** No default or violation of any of the terms of this Declaration, the Articles or the By-Laws shall constitute the basis for cancellation or termination of this Declaration, the Articles or the By-Laws.

IN WITNESS WHEREOF the Declarant has caused this Declaration to be made and executed as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

WOODY & WALLACE LAND DEVELOPMENT, L.L.C., a Florida Limited Liability Company

*Melissa Albrecht*  
\_\_\_\_\_  
*Melissa Albrecht*  
\_\_\_\_\_  
Printed Name

By: *David Wallace*  
\_\_\_\_\_  
Printed Name: *DAVID WALLACE*  
\_\_\_\_\_  
Title: *manager*  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

STATE OF FLORIDA     )  
  ) S.S.:  
COUNTY OF LAKE     )

*January* The foregoing instrument was acknowledged before me this *24<sup>th</sup>* day of *January*, 2007, by, David W. Wallace, as Manager of WOODY & WALLACE LAND DEVELOPMENT, L.L.C., a Florida Limited Liability Company, who \_\_\_ is personally known to me.

*Melissa Albrecht*  
\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: *Melissa Albrecht*  
My Commission Expires: *December 14, 2008*  
[NOTARIAL SEAL]



## EXHIBIT "A"

### Legal Description of entire Property

THAT PART OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

TRACTS 31 AND 32 LYING NORTH OF HOOK STREET RIGHT OF WAY, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

LESS AND EXCEPT RIGHT OF WAY FOR HANCOCK ROAD;

LESS AND EXCEPT THOSE LANDS CONVEYED TO THE CITY OF CLERMONT, FLORIDA IN THAT CERTAIN TRUSTEE'S SPECIAL WARRANTY DEED RECORDED JUNE 24, 2003 IN OFFICIAL RECORDS BOOK 2345, PAGE 748;

LESS AND EXCEPT THE FOLLOWING;

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S0°50'10"W, ALONG THE EASTERLY 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 1322.88 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50, S0°36'20"W, ALONG THE WESTERLY LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 784.95 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF HOOK STREET (100 FEET RIGHT OF WAY) AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1750.00 FEET, A CENTRAL ANGLE OF 01°44'22", A CHORD BEARING AND A DISTANCE OF N85°55'04"W, 53.12 FEET FOR AN ARC DISTANCE OF 53.13 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS 23.00 FEET, A CENTRAL ANGLE OF 99°48'59", A CHORD BEARING AND DISTANCE OF N63°18'15"E, 35.18 FEET, FOR AN ARC DISTANCE OF 40.07 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS 270.00 FEET, A CENTRAL ANGLE OF 28°32'46", A CHORD BEARING AND DISTANCE OF N00°52'38"W, 133.13 FEET FOR AN ARC DISTANCE OF 134.52 FEET TO A POINT; THENCE N15°09'01"W A DISTANCE OF 105.25 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 15°45'21", A CHORD BEARING AND A DISTANCE OF N07°16'20"W, 76.76 FEET, FOR AN ARC DISTANCE OF 77.00 FEET TO A POINT; THENCE N00°38'20"E A DISTANCE OF 447.26 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 50.00 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

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 864.12 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 A 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 2°34'41" FOR A DISTANCE OF 78.74 FEET TO THE POINT OF TANGENCY; THENCE RUN S60°46'47"E FOR A DISTANCE OF 457.88 FEET TO A 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 34.80 FEET; THENCE RUN N45°06'54"E FOR A DISTANCE OF 100.02 FEET TO THE AFOREMENTIONED 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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of the original document.

Hancock Towne Centre  
 Section 28, Township 22 South, Range 26 East  
 City of Clermont, Lake County, Florida.

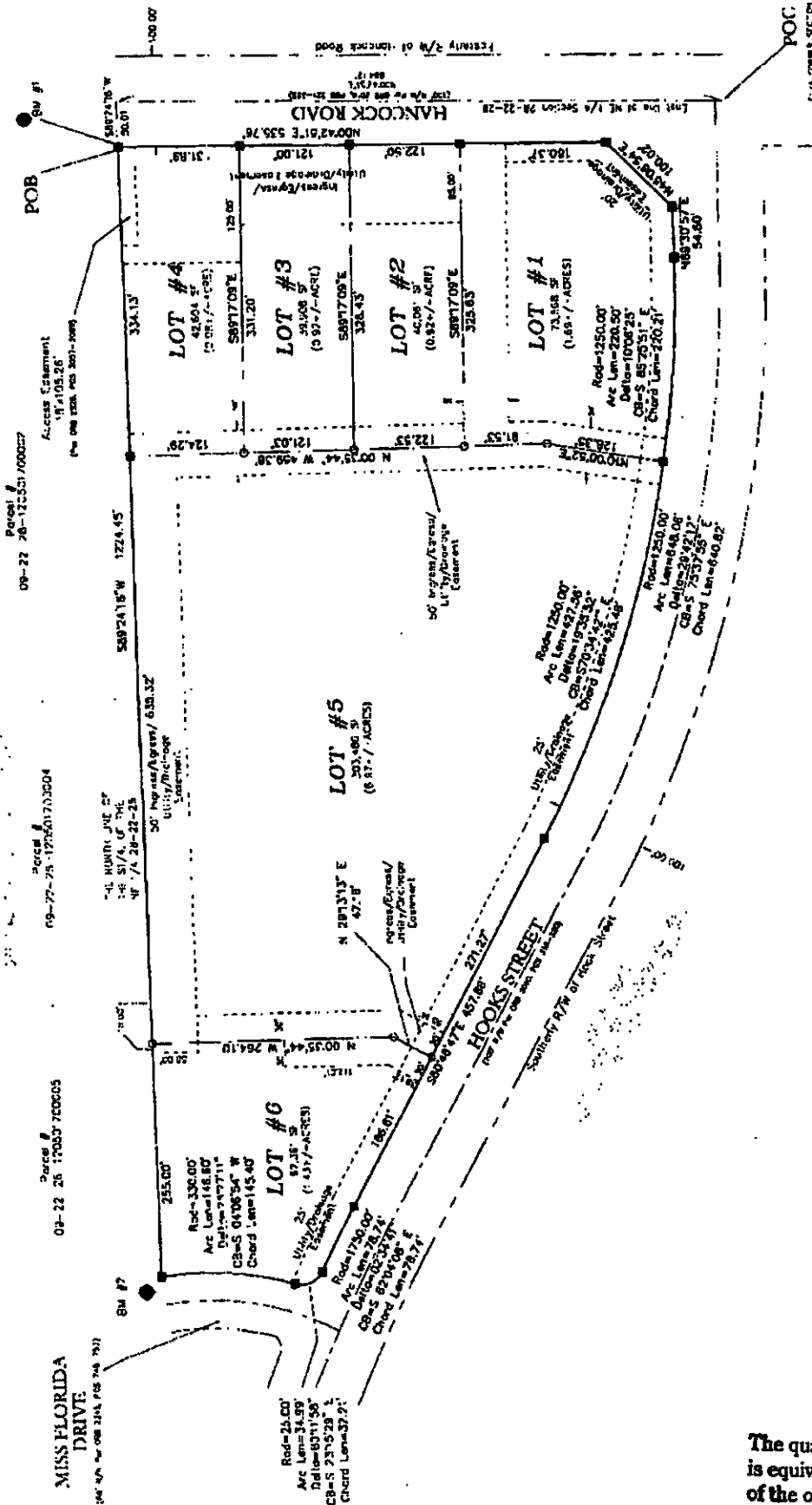
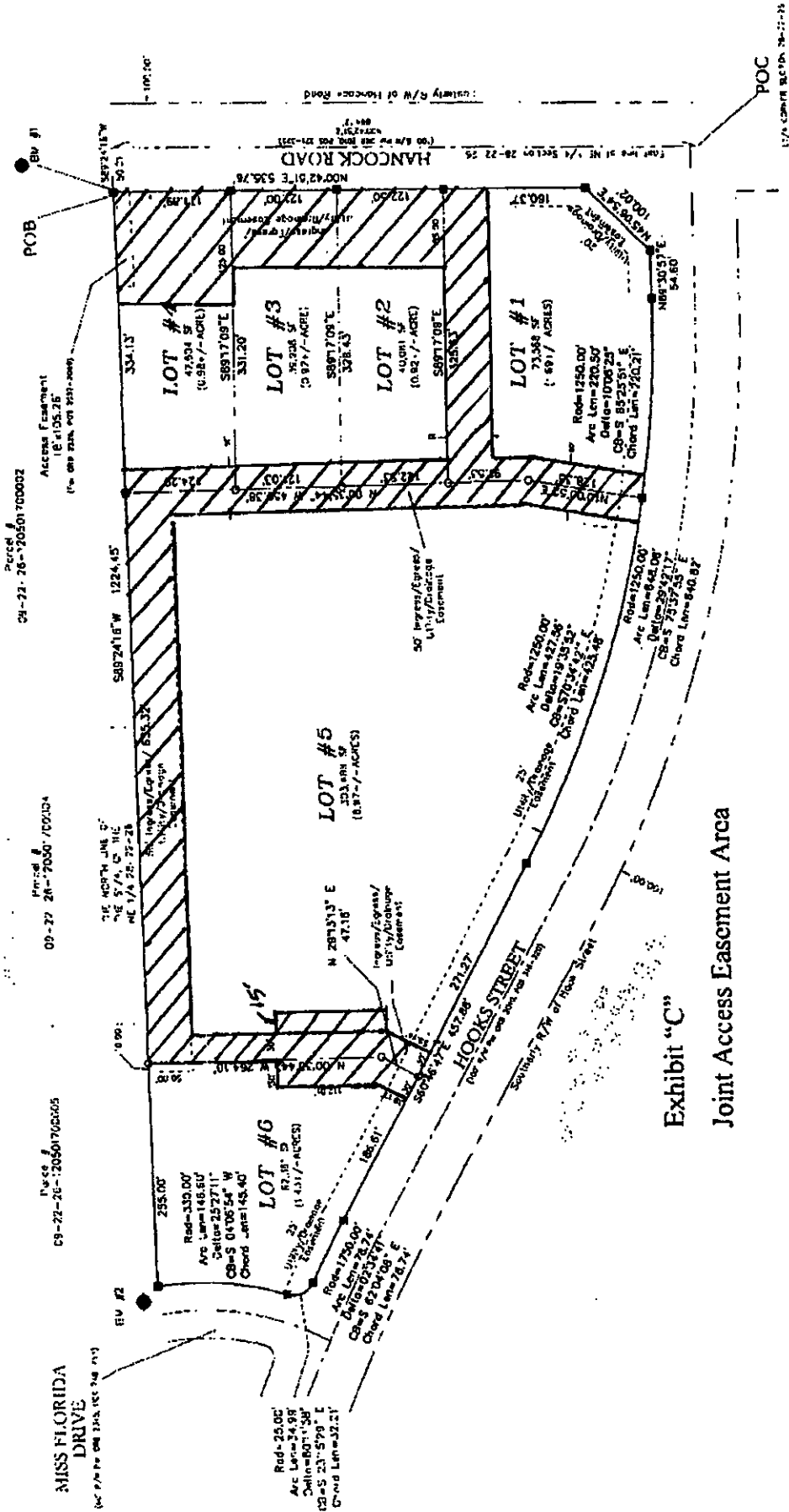


Exhibit "B"  
 Site Plan

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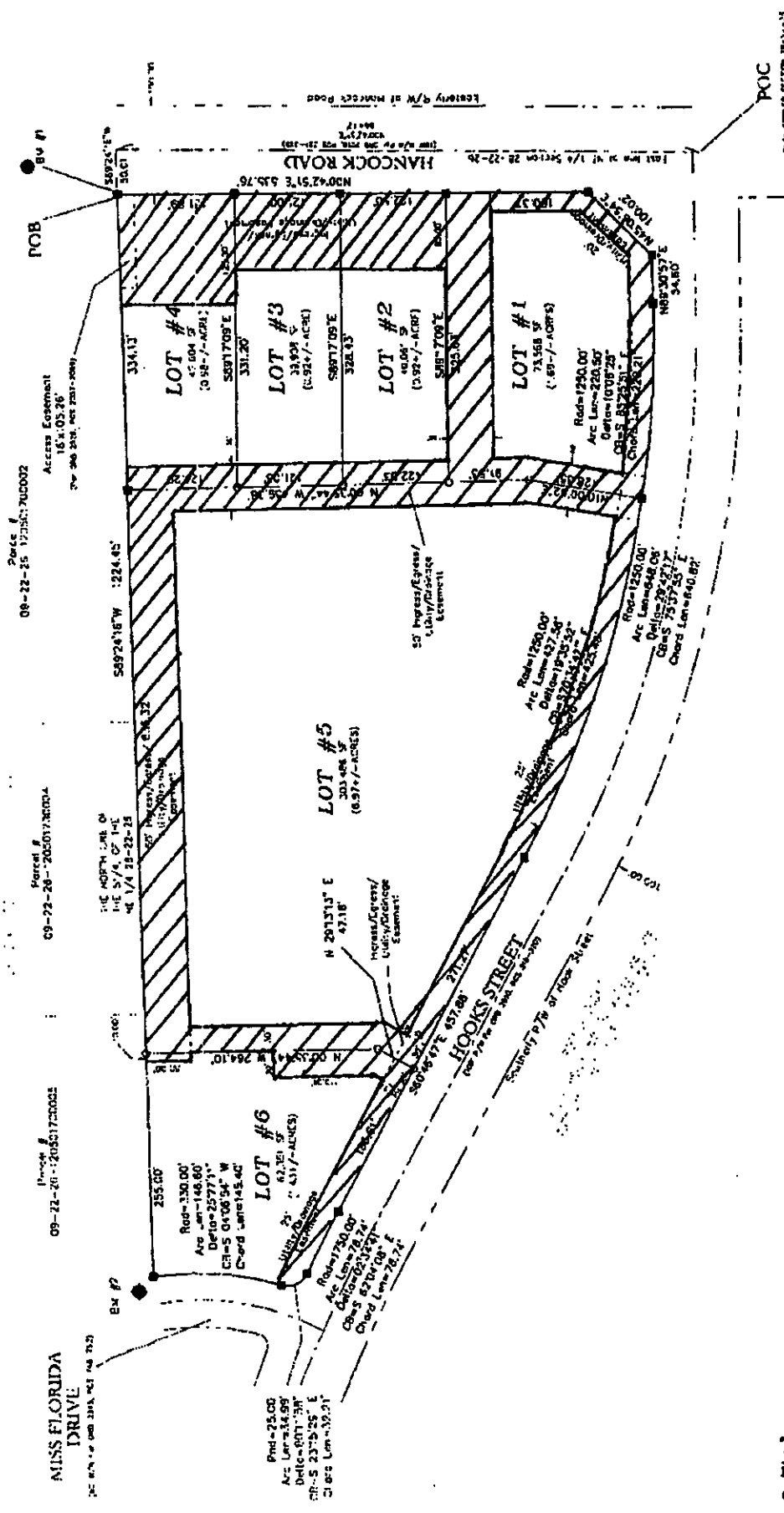


Hancock Town Centre  
 Section 28, Township 22 South, Range 26 East  
 City of Clermont, Lake County, Florida.



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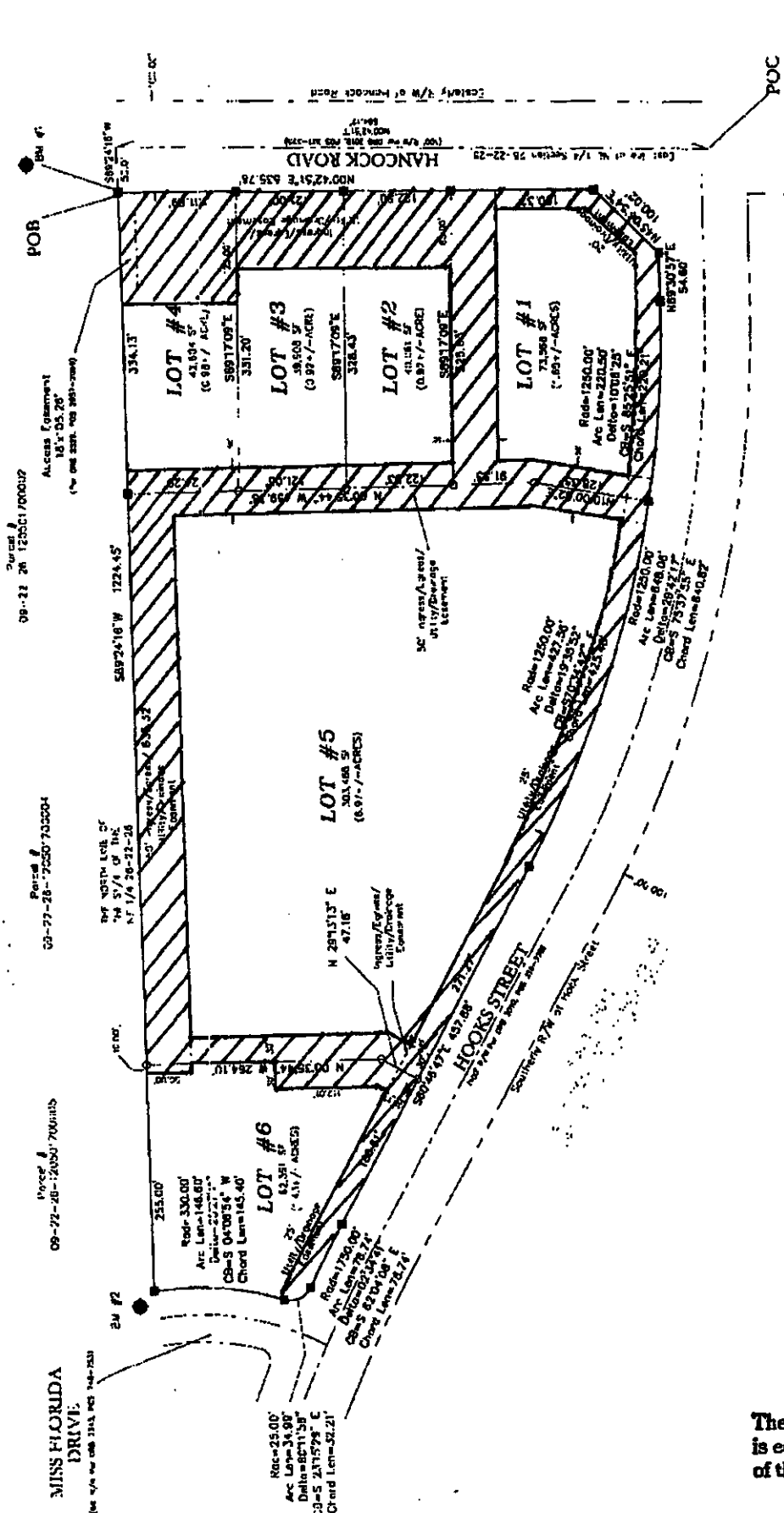
**Hancock Towne Centre**  
 Section 28, Township 22 South, Range 26 East  
 City of Clermont, Lake County, Florida.



**Exhibit "D"**  
 Drainage Easement Area

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Hancock Town Centre  
 Section 28, Township 22 South, Range 26 East  
 City of Clermont, Lake County, Florida.



POC  
 THE PLANNING SECTION 28-22-26

Exhibit "E"  
 Utility Easement Area

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 of the original document.

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

**SOIL AND SANITARY SEWER AGREEMENT**

THIS SOIL AND SANITARY SEWER AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of April, 2004, by and between COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company ("College Station"), whose address is 232 Mohawk Road, Clermont, Florida 34711, and WOODY AND WALLACE LAND DEVELOPMENT, LLC, a Florida limited liability company ("Woody and Wallace"), whose address is 11740 Osprey Pointe Boulevard, Clermont, Florida 34211;

**WITNESSETH:**

WHEREAS, College Station is the ground lessee of that certain real property legally described in Exhibit "A" attached hereto and incorporated herein by reference, which property is known as the "College Station Retail Center" (the "College Station Property"); and

WHEREAS, Woody and Wallace is the owner of that certain real property legally described in Exhibit "B" attached hereto and incorporated herein by reference (the "Woody and Wallace Property"); and

WHEREAS, College Station desires to excavate soil from the Woody and Wallace Property for the benefit of College Station; and

WHEREAS, in exchange for the aforesaid soil, Woody and Wallace desires to connect the sanitary sewer system serving the Woody and Wallace Property into the sanitary sewer system serving the College Station Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

2. College Station shall have the right to excavate and remove from the Woody and Wallace Property up to fifteen thousand (15,000) cubic yards of soil for the benefit of College Station. College Station is further granted the right to enter upon the Woody and Wallace

Property for the purpose of effectuating removal of the aforesaid soil. The cost of such excavation and transport shall be borne solely by College Station.

3. Woody and Wallace shall have the right, subject to Woody and Wallace obtaining all necessary governmental approvals therefor, to connect the sanitary sewer system serving the Woody and Wallace Property into the sanitary sewer system serving the College Station Property, such that the wastewater from the Woody and Wallace Property is transmitted through the sanitary sewer system on the College Station Property to the sanitary sewer force main owned by the City of Clermont and located in the Miss Florida Avenue right-of-way. College Station shall provide a connecting point to its sanitary sewer system at a location of its choosing, but within five feet (5') of the Woody and Wallace Property. Upon connection by Woody and Wallace into the College Station sanitary sewer system, if any failure of the College Station sewer system occurs (i.e., between the point of connection with Woody and Wallace and the point of connection with the City of Clermont force main in the Miss Florida Avenue right of way), College Station and Woody and Wallace will share equally in the cost of the repair necessary to cure such failure. The owner or owners of the Woody and Wallace Property shall be jointly and severally liable for such costs.

4. If legal proceedings are instituted by either party hereto to enforce, construe or interpret any provisions of this Agreement, or to enforce the rights of either party arising under or by virtue of the execution of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including attorney's fees, incurred by it in connection with such proceedings, including costs and fees incurred on appeals.

5. This Agreement may be executed by the parties in two (2) or more separate counterparts, all of which, when taken together with the various parties' original signatures thereon, shall be, and be taken to be, an original, and all collectively but one document.

6. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand delivered or mailed by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier service, to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party, to wit:

To College Station: College Station Retail Center, L.L.C.  
232 Mohawk Road  
Clermont, Florida 34711  
Attention: Robert M. Shaker, President  
Telephone: (352) 242-0073

To Woody and Wallace: Woody and Wallace Land Development, LLC  
11740 Osprey Pointe Boulevard  
Clermont, Florida 34711  
Attention: Bernard D. Woody  
Telephone: (407) 592-6888

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- 2 -

7. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by the parties hereto as well as their respective personal representatives, heirs, successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

8. Nothing contained in this Agreement is intended to, or shall, or shall be deemed to, create a joint venture or partnership of any kind between the parties hereto. In no event shall either party have any liability or obligation whatsoever with respect to any debts, obligations or liabilities of the other.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

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. Hill*  
Signature of Witness  
GLORIA J. HILL  
Printed Name of Witness

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

*Joanne Mohammed*  
Signature of Witness  
Joanne Mohammed  
Printed Name of Witness

(SEAL)

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

**WOODY AND WALLACE LAND DEVELOPMENT, LLC**, a Florida limited liability company

*Garnie Mahra*  
Signature of Witness  
*Abdul Bayath*  
Printed Name of Witness

By: *B. D. Wooley*  
Printed Name: B. D. Wooley  
Title: Manager

\_\_\_\_\_  
Signature of Witness  
\_\_\_\_\_  
Printed Name of Witness

(SEAL)

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- 3 -

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STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 20th day of April, 2004, by **ROBERT M. SHAKER**, 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.

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # 00124202  
EXPIRES 09/15/2008  
BONDED THRU 1-308-NOTARY1

(NOTARY SEAL)

Gloria J. Hall  
Notary Public Signature  
GLORIA J. HALL  
Typed or Printed Notary Name  
Notary Public-State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 21st day of <sup>December, 2006</sup> ~~April, 2004~~ by \_\_\_\_\_, as \_\_\_\_\_ President of **WOODY AND WALLACE LAND DEVELOPMENT, LLC**, a \_\_\_\_\_ limited liability company, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Jamie Mahon  
Notary Public Signature  
\_\_\_\_\_  
Typed or Printed Notary Name  
Notary Public-State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF  
COLLEGE STATION PROPERTY**

TRACTS 17 AND 18 OF THE MAP OF PROPERTY OF LAKE HIGHLANDS COMPANY OF FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE EAST 25 FEET OF TRACT 17 FOR ROAD RIGHT OF WAY.

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**EXHIBIT "B"**

**LEGAL DESCRIPTION OF  
WOODY AND WALLACE PROPERTY**

**LEGAL DESCRIPTION**

THAT PART OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

TRACTS 31 AND 32 LYING NORTH OF HOOK STREET RIGHT OF WAY, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

LESS AND EXCEPT RIGHT OF WAY FOR HANCOCK ROAD;

LESS AND EXCEPT THOSE LANDS CONVEYED TO THE CITY OF CLERMONT, FLORIDA IN THAT CERTAIN TRUSTEE'S SPECIAL WARRANTY DEED RECORDED JUNE 24, 2003 IN OFFICIAL RECORDS BOOK 2345, PAGE 748;

LESS AND EXCEPT THE FOLLOWING;

A PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, T22S, R28E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S0°50'10"W, ALONG THE EASTERLY LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.63 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 1322.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50, S0°38'20"W, ALONG THE WESTERLY LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 794.95 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF HOOK STREET (100 FEET RIGHT OF WAY) AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1750.00 FEET, A CENTRAL ANGLE OF 01°44'22", A CHORD BEARING AND A DISTANCE OF N65°55'04"W, 53.12 FEET FOR AN ARC DISTANCE OF 53.13 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS 23.00 FEET, A CENTRAL ANGLE OF 99°48'58", A CHORD BEARING AND DISTANCE OF N83°18'15"E, 35.19 FEET, FOR AN ARC DISTANCE OF 40.07 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS 270.00 FEET, A CENTRAL ANGLE OF 28°32'48", A CHORD BEARING AND DISTANCE OF N00°52'38"W, 133.13 FEET FOR AN ARC DISTANCE OF 134.52 FEET TO A POINT; THENCE N15°09'01"W A DISTANCE OF 105.25 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 15°45'21", A CHORD BEARING AND A DISTANCE OF N07°16'20"W, 76.78 FEET, FOR AN ARC DISTANCE OF 77.00 FEET TO A POINT; THENCE N00°36'20"E A DISTANCE OF 447.26 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 50.00 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE RUN N00°42'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 864.12 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 148.60 FEET TO A 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°04'00"E AND THE NORTH RIGHT-OF-WAY LINE OF HOOK STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 2010, PAGE 318, 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 2°34'41" FOR A DISTANCE OF 78.74 FEET TO THE POINT OF TANGENCY; THENCE RUN S60°46'47"E FOR A DISTANCE OF 457.80 FEET TO A 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 28°42'17" FOR A DISTANCE OF 848.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N89°30'57"E FOR A DISTANCE OF 54.60 FEET; THENCE RUN N49°08'54"E FOR A DISTANCE OF 100.02 FEET TO THE AFOREMENTIONED 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 535.78 FEET TO THE POINT OF BEGINNING

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LAKE COUNTY  
RECORDING FEES 61.00

Recording requested by and after  
recording return to: Prepared By:  
Opus Law Group  
6950 SW Hampton St., Suite 330  
Tigard, OR 97223  
Attn: Bob Horvat

**MEMORANDUM OF LEASE**

This Memorandum of Lease is by and between College Station Retail Center, LLC, a Florida limited liability company ("Landlord") having its principal place of business at 230 Mohawk Road Clermont, Florida 34715, and Starbucks Corporation, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("Tenant"), entered into a ground lease of real property having an effective date (the "Effective Date") of ~~June 27~~ <sup>Sept.</sup> 2007 (the "Lease").

Return to:  
Chicago Title Insurance Co.  
495 S. E. 63rd Road 436  
Casselberry, Florida 32707  
707-707-3500

1. The Lease covers property located at the southwest corner of the intersection of Hancock Road and State Road 50 in Clermont, Florida, consisting of approximately 39,620.62 square feet (the "Leased Premises") as legally described on Exhibit A in the shopping center legally described on Exhibit B (the "Shopping Center") attached hereto and incorporated herein by this reference.

2. The Lease provides for the rental of the Leased Premises by the Tenant for a term of twenty (20) years ("Initial Term"), commencing upon the earlier of (a) one hundred fifty (150) days after the later of (i) the date on which Tenant receives all necessary permits and approvals for the operation of its business, or (ii) the date on which Landlord delivers actual possession of the Leased Premises to Tenant in the condition required hereunder, or (b) the date on which Tenant opens for business at the Leased Premises, and continuing until the date that is twenty (20) years thereafter.

3. The Lease grants to Tenant the right to renew the term for up to six (6) consecutive five-year period(s) ("Extension Term(s)") under the same terms and conditions contained in the original Lease, provided Tenant exercises each of such renewal options at least ninety (90) days prior to the Expiration Date of the Initial Term or then-current Extension Term. Base Rent during any Extension Term(s) shall be as specified in the Lease.

4. Tenant may use and occupy the Leased Premises for any lawful retail or restaurant use that does not conflict with any existing exclusive use in the Shopping Center as of the Effective Date.

5. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.

6. The Lease grants to Tenant during the Term of the Lease the exclusive right to sell in the Shopping Center (a) freshly ground and whole coffee beans, (b) espresso, espresso-based and coffee-based drinks, (c) tea or tea-based drinks, (d) gourmet brand-identified brewed coffee, except that other tenants may sell brewed coffee that is not gourmet or brand-identified and (e) blended beverages, including without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice and/or fruit in the Shopping Center. Notwithstanding the foregoing, (i) such exclusive does not apply to one anchor tenant occupying not less than 15,000 square feet of contiguous space under a single tradename, (ii) full service, sit-down restaurants serving a complete breakfast, lunch or dinner menu in the Shopping Center may sell brewed coffee or hot espresso drinks for on-premises consumption only, (iii) one smoothie shop shall have the right to sell juice and fruit drinks that do not contain coffee or espresso flavoring or base, and (iv) the foregoing exclusive use shall be null and void in the event that Tenant ceases selling all of the items listed in the foregoing categories (a) - (e) for a consecutive period of not less than ninety (90) days, for reasons other than force majeure, casualty, condemnation or remodeling.

7. The Lease contains the following paragraph:

**\*Liens.** Neither Master Landlord's nor Landlord's interest in the Leased Premises shall be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Leased 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. The Memorandum of Lease shall disclose that all persons dealing with Tenant are placed on notice that such persons shall not look to Landlord or Master Landlord or to Landlord's or Master Landlord's credit or assets (including Landlord's interest in the Leased Premises or the Shopping Center) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Leased Premises or the Shopping Center 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 Leased Premises or any improvements thereon, therein or thereto, 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 Leased Premises and such improvements, 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 furnish Landlord with a written instrument of release in form for recording in the office of the Clerk of the Circuit Court, Lake County, Florida, and otherwise sufficient to establish the release as a matter of record."

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 23 day  
of ~~June~~ 2007.  
August

LANDLORD:

COLLEGE STATION RETAIL CENTER, LLC

By: Robert M. Shakar  
Name: Robert M. Shakar  
Title: President

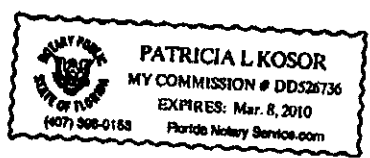
Pat Kosor  
Pat Kosor  
Witness (Print Name)

Brenda Camballo  
Brenda Camballo  
Witness (Print Name)

ACKNOWLEDGEMENT OF LANDLORD

STATE OF FL )  
COUNTY OF Lake ) ss

On the 23 day of August, in the year 2007, before me, the undersigned, personally appeared Robert M. Sparker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within this Memorandum of Lease and acknowledged to me that he/she executed the same in his/her capacity as President of College Station Retail, LLC, LLC, and that by his/her signature executed the instrument on behalf of said



Patricia L. Kosor  
Notary Public for the State of FL  
Printed Name: Patricia L. Kosor  
Commission expires: 3-8-10

TENANT:

STARBUCKS CORPORATION

By: [Signature]

MICHAEL MALANGA  
senior vice president,  
Store Development

Witness (Print Name) JH Kamm  
Josh Hawes

[Signature]  
Witness (Print Name) Sandra Gilbreath

ACKNOWLEDGEMENT OF TENANT

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On the 3rd day of January, in the year 2008, before me, the undersigned, personally appeared Michael Matana, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within this Memorandum of Lease and acknowledged to me that he/she executed the same in his/her capacity as SVP - State Development STARBUCKS CORPORATION, and that by his/her signature executed the instrument on behalf of said corporation.

Sandra K. Gilbreath  
Notary Public for the State of WASHINGTON  
Printed Name: SANDRA K. GILBREATH  
Commission expires: 11-19-2010

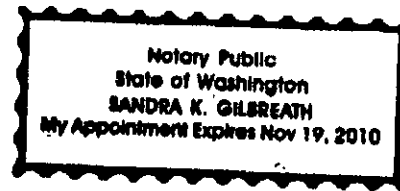


Exhibit A  
to Memorandum of Lease

That certain tract of land situated in the County of Lake, State of Florida and more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence run S 00° 50'10" W along the East line of the Northeast 1/4 of said Section 28 a distance of 1373.53 feet; thence departing said East line run N 89° 22'20" W, a distance of 477.01 feet; thence run S 00° 36'23" W, a distance of 62.17 feet to the Point of Beginning; thence continue S 00° 36'23" W, a distance of 183.48 feet; thence run N 89° 23'37" W, 200.00 feet; thence run N 00° 35'27" E, 200.00 feet; thence run S 89° 25'24" E, a distance of 148.80 feet to a point of curvature of a curve concave Southwesterly having a radius of 50.07 feet, an included angle of 54° 32'12", a chord bearing S 64° 58'36" E and a chord distance of 45.88 feet, run 47.66 feet along the arc of said curve to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet, an included angle of 22° 31'50", a chord bearing of N 76° 32'04" E, and a chord distance of 9.77 feet, run 9.83 feet along the arc of said curve to the Point of Beginning.

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Exhibit B

to Memorandum of Lease

LEGAL DESCRIPTION  
PHASE I  
CLERMONT COLLEGE STATION CENTER

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 26, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 26; THENCE 900°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 26, A DISTANCE OF 1973.59 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 26, 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 500°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 426.69 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 N80°36'25"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 875°55'26"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 582°08'55"N, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 163.21 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 28°34'22" AND A CHORD BEARING AND DISTANCE OF 575°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.28 FEET, A CENTRAL ANGLE OF 28°38'43" AND A CHORD BEARING AND DISTANCE OF 575°24'52"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 345°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE 501°04'02"N, A DISTANCE OF 4.88 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.85 FEET TO A POINT; THENCE 500°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 (80-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°18'15" 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 108.25 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°18'20"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 26; THENCE N00°35'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, A DISTANCE OF 447.29 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 26 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 366.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,

LEGAL DESCRIPTION, CONTINUED

00°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE  
89°23'37"E, A DISTANCE OF 5.03 FEET TO A POINT; THENCE  
00°57'13"W, A DISTANCE OF 70.89 FEET TO A POINT; THENCE  
89°33'24"E, A DISTANCE OF 369.71 FEET TO A POINT; THENCE  
78°47'55"E, A DISTANCE OF 85.83 FEET TO A POINT; THENCE  
00°36'23"E, A DISTANCE OF 313.14 FEET TO A POINT ON THE  
OUTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
89°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 12.1265 ACRES OF LAND, MORE OR LESS.

NO COMMON AREA #3, DESCRIBED AS FOLLOWS:

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

BEGINNING 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 1373.63 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  
OUTERLY 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  
OUTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50 A DISTANCE OF  
27.01 FEET TO THE POINT OF BEGINNING.

HENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,  
S0°26'23"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  
2°31'54" AND A CHORD BEARING AND DISTANCE OF S75°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°58'38"W, 46.89 FEET) FOR AN ARC  
DISTANCE OF 47.88 FEET TO A POINT; THENCE N89°25'24"W, A DISTANCE  
OF 347.05 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 S68°50'34"W, A DISTANCE OF 28.81 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 448.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 21529 SQUARE FEET (0.4942 ACRES) OF LAND,  
MORE OR LESS.

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



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

Chicago Title Insurance Co.  
498 South Road 456  
Casselberry, Florida 32707  
10070 42354

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT (this "Agreement") is made and entered into as of the 10 day of August, 2007 (the date of full execution by all parties hereto shall be the "Effective Date"), by and among **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, successor by merger to SouthTrust Bank, an Alabama banking association ("Mortgagee"), **STARBUCKS CORPORATION**, a Washington corporation ("Tenant"), and **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company ("Landlord").

**RECITALS**

A. Mortgagee is the holder of a certain note (the "Note") and mortgagee under a mortgage dated February 26, 2004 (the "Mortgage"), in which Landlord is named as the mortgagor, which Mortgage was recorded on March 8, 2004, in Official Records Book 2520, Page 788, Public Records of Lake, Florida. The Mortgage covers certain real property (the "Property") all as more particularly described in **EXHIBIT A** attached hereto and made a part hereof and which property is commonly known as College Station Retail Center, in the City of Clermont, County of Lake, State of Florida.

B. Landlord is the ground lessee of the Property and is the current obligor under the Note.

C. By a ground lease dated June 8, 2007 (the "Lease"), Landlord leased to Tenant those certain premises as legally described on **Exhibit B** (the "Premises") which constitutes or forms a portion of the Property covered by the Mortgage and commonly known as College Station Retail Center, all as more particularly described in said Lease. The building and other improvements constructed on the Premises by Tenant shall not be encumbered by the lien of the Mortgage during the term of the Lease, except to the extent expressly set forth in Section 8.12 hereof.

D. The Lease is subordinate in priority to the lien of the Mortgage.

E. Tenant wishes to obtain from Mortgagee certain assurances that Tenant's possession of the Premises will not be disturbed by reason of the enforcement of the Mortgage covering the Premises or a foreclosure of the lien thereunder.

F. Mortgagee is willing to provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the above, the reciprocal promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. **Ratification.** The Lease now is subject and subordinate in all respects to the lien of the Mortgage and all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement. Mortgagee acknowledges receipt of a copy of the Lease and hereby consents to the same. Mortgagee has sent no notice of default to Landlord and has no actual knowledge (without investigation) of any default by Landlord under the Mortgage. Tenant hereby affirms that the Lease is in full force and effect and that the Lease has not been modified or amended.

2. **Landlord's Default.** From and after the date Tenant receives a fully executed copy of this Agreement, Tenant will not seek to terminate the Lease by reason of any act or omission that constitutes (or would over time constitute) a default of Landlord until Tenant shall have given written notice of such act or omission to Mortgagee (at Mortgagee's last address furnished to Tenant) and until a period of thirty (30) days shall have elapsed, Mortgagee shall have the right, but not the obligation, to remedy such act or omission, provided however that if the act or omission does not involve the payment of money from Landlord to Tenant and (i) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, or (ii) the nature of the act or omission or the requirements of local law require Mortgagee to appoint a receiver or to foreclose on or commence legal proceedings to recover possession of the Property in order to effect such remedy and such legal proceedings and consequent remedy cannot reasonably be achieved within said thirty (30) days, then Mortgagee shall have such further time as is reasonable under the circumstances to effect such remedy (not to exceed forty-five (45) days after the expiration of the thirty (30) day period aforesaid) provided that Mortgagee shall notify Tenant, within ten (10) days after receipt of Tenant's notice, of Mortgagee's intention to effect such remedy and provided further that Mortgagee institutes immediate legal proceedings to appoint a receiver for the Property or to foreclose on or recover possession of the Property within said thirty (30) day period and thereafter prosecutes said proceedings and remedy with due diligence and continuity to completion. Notwithstanding the foregoing, Mortgagee shall have no rights under this Paragraph 2 if Mortgagee is an entity that controls, is controlled by, or is under common control with Landlord.

3. **Non-Disturbance and Attornment.** So long as Tenant is not in default under the Lease (beyond any period given Tenant to cure such default) as would entitle Landlord to terminate the Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant thereunder, Mortgagee will not disturb the peaceful and quiet possession or right of possession of the Premises by Tenant nor shall the Lease or its appurtenances be extinguished by reason of any Foreclosure (as hereinafter defined) or otherwise, nor join Tenant as a party in any action or proceeding brought pursuant to the Mortgage (except to the extent required by law to complete a foreclosure of the Mortgage).

In the event that Mortgagee or its successors or assigns, as defined in Paragraph 7 hereof ("Successor Landlord") acquires the interest of Landlord or comes into the possession of or acquires title to the Premises (the "Succession") by reason of the foreclosure (judicial or non-judicial) or enforcement of the Mortgage (including a private power of sale) or the Note or obligations secured thereby or by a conveyance in lieu thereof or other conveyance or as a result of any other means (any or all of the foregoing hereinafter referred to as a "Foreclosure"), then the Lease and all appurtenances thereto shall remain in full force and effect and Tenant shall be bound to Successor Landlord under all of the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the Lease) with the same force and effect as if Successor Landlord was Landlord under the Lease, and Tenant shall attorn to Successor Landlord as its landlord, such attornment to be effective and self operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the Succession; and further, in such event, Successor Landlord shall be bound to Tenant under all of the provisions of the Lease, and Tenant shall, from and after such Succession, have the same remedies against Successor

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Landlord for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord thereunder, provided, however, that if Successor Landlord is not an entity that controls, is controlled by, or is under common control with Landlord, then Successor Landlord shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord) unless Tenant shall have given notice and a right to cure (pursuant to Paragraph 2 hereof) of such act or omission to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such act or omission); or
- (b) subject to any offsets (except those expressly permitted under the Lease) or defenses which Tenant might have against any prior landlord (including Landlord) unless Tenant shall have given notice and a right to cure (pursuant to Paragraph 2 hereof) of the state of facts or circumstances under which such offset or defense arose to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such condition); or
- (c) bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease;
- (d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is available to the party who was the holder of the Mortgage at the time of a Foreclosure;
- (e) any obligation to initially construct any improvements on the Premises; or
- (f) bound by any modification of the Lease without Mortgagee's consent that materially decreases Tenant's obligations or materially increases Landlord's obligations thereunder.

Tenant shall be under no obligation to pay rent to Mortgagee or Successor Landlord until Tenant receives written notice from Mortgagee or Successor Landlord stating that Mortgagee or Successor Landlord is entitled to receive the rents under the Lease directly from Tenant. Landlord, by its execution hereof, hereby authorizes Tenant to accept such direction from Mortgagee or Successor Landlord and to pay the rents directly to Mortgagee or Successor Landlord and waives all claims against Tenant for any sums so paid at Mortgagee's or Successor Landlord's direction. Tenant may conclusively rely upon any written notice Tenant receives from Mortgagee or Successor Landlord notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Mortgagee or Successor Landlord, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

4. Intentionally Left Blank.

5. Agreement to Release Proceeds or Awards. During the term of the Lease:

(a) Casualty. In the event of a casualty at the Premises, Mortgagee shall release its interest in any insurance proceeds applicable to the improvements installed by Tenant in accordance with the terms of the Lease. Mortgagee acknowledges that it has no interest and waives any interest in Tenant's personal property, furnishings, machinery, trade fixtures, equipment, signs, safety systems (such as, without limitation, fire and security monitoring and alarm systems), building and other improvements installed at or about the Premises, or any insurance proceeds are payable with respect thereto under either Landlord's or Tenant's policies.

(b) Eminent Domain. In the event of a public taking or act of eminent domain, Mortgagee shall release its interest in that portion of the award to which Tenant is entitled pursuant to the Lease and in accordance with the terms of the Lease, as well as its interest in the award applicable to the improvements installed by Tenant.

6. **Notices.** Whenever a provision is made under this Agreement for any notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice or declaration to the other party, in order to be effective such notice or declaration shall be in writing and served either personally (provided that proof of delivery thereof can be produced) or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service (provided that proof of delivery thereof can be produced), addressed at the addresses set forth below or at such address as either party may advise the others from time to time.

To Mortgagee: Wachovia Bank, National Association  
800 North Magnolia Avenue, Suite 703  
Orlando, Florida 32803  
Attention: Bart Free  
Telephone: 407-649-5223

To Tenant: Starbucks Corporation  
Attention: Property Management Department  
Re: Starbucks Coffee Company Store # \_\_\_\_\_  
Mailstop S-RE3

by mail: P.O. Box 34067  
Seattle, Washington 98124-1067

or by overnight delivery: 2401 Utah Avenue South, Suite 800  
Seattle, Washington 98134

To Landlord: College Station Retail Center, L.L.C.  
232 Mohawk Road, Suite 200  
Clermont, Florida 34715  
Attention: Robert M. Shakar, Manager  
Telephone: 352-242-0073

Mortgagee and Landlord shall send a duplicate copy of any notice given hereunder to the attention of the Law and Corporate Affairs Department at the same address, Mailstop S-LA1. No notice to Tenant shall be effective unless it is addressed to the attention of Property Management Department and as otherwise set forth above. No notice delivered to the Premises shall be effective. Any party may change the address by written notice to the other parties clearly stating such party's intent to change the address for all purposes of this Agreement, which new address shall be effective one (1) month after receipt. Notice shall be deemed given when received or when receipt is refused, provided that such notice was sent pursuant to the requirements of this Paragraph 6.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors and assigns it being understood that the obligations herein of Mortgagee shall extend to it in its capacity as mortgagee under the Mortgage and to its successors and assigns, including anyone who shall have succeeded to its interest or to Landlord's interest in the Premises or acquired possession thereof by Foreclosure or otherwise.

8. **Miscellaneous.**

8.1 **Authority.** Each party hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

8.2 **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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8.3 Interpretation. Paragraph and section headings are included for convenience of reference only and shall not be used to interpret, change or modify the meaning of this Agreement. This Agreement shall be interpreted in accordance with the fair meaning of its words and the parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Agreement, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

8.4 Amendments. This Agreement may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord and Mortgagee specifically acknowledge that Tenant's employees at the Premises do not have authority to modify this Agreement or to waive Tenant's rights hereunder.

8.5 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of the party by the person to whom notices are to be addressed.

8.6 Cumulative Remedies. Except where otherwise expressly provided in this Agreement, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

8.7 Choice of Law. This Agreement shall be governed by the laws of the state where the Premises are located.

8.8 Attorneys' Fees. If any party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

8.9 Consents. Whenever the right of approval or consent is given to a party pursuant to this Agreement, that party shall not unreasonably withhold, condition or delay its consent unless this Agreement expressly provides otherwise.

8.10 Waiver of Jury Trial. With respect to any litigation arising out of or in connection with this Agreement, each party hereby expressly waives the right to a trial by jury.

8.11 No Other Mortgage. Landlord represents and warrants to Tenant that, as of the date hereof, no lender, other than Mortgagee, has a security interest in the Property.

8.12 Tenant's Property. Mortgagee hereby acknowledges and agrees that it shall not have any security interest in Tenant's improvements, personal property or trade fixtures at any time placed or installed on the Premises, including Tenant's building (collectively, "Tenant's Property"). Notwithstanding the foregoing, Mortgagee shall be entitled to the reversionary rights, if any, that Landlord has in Tenant's Property under the Lease following the expiration or termination thereof.

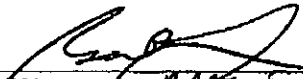
9. Exculpation of Mortgagee. Notwithstanding anything to the contrary in the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Mortgagee's obligations and liabilities thereunder shall never extend beyond Mortgagee's (or its successor's or assign's) interest, if any, in the Shopping Center from time to time, Mortgagee's interest in the Lease, including without limitation, rents, profits, insurance proceeds, condemnation proceeds, and the proceeds from any sale or other disposition of the Shopping Center by Mortgagee or its successor or assign (collectively, the "Mortgagee's Interest"). Tenant shall look exclusively to Mortgagee's Interest for payment or discharge of any obligations of Mortgagee under the Lease as affected by this Agreement. Tenant shall not collect or attempt to collect any such obligations out of any other assets of Mortgagee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

**MORTGAGEE:**

**WACHOVIA BANK, NATIONAL ASSOCIATION,**  
a national banking association

By:   
Printed Name: BART FURR  
Title: V.P.

Date: August 10, 2007

**TENANT:**

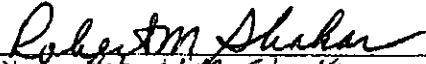
**STARBUCKS CORPORATION,** a Washington  
corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: August \_\_\_\_\_, 2007

**LANDLORD:**

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

By:   
Printed Name: Robert M. Shaker  
Title: President

Date: August 9, 2007

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

**MORTGAGEE:**

**WACHOVIA BANK, NATIONAL ASSOCIATION,**  
a national banking association

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: August \_\_\_\_\_, 2007

**TENANT:**

**STARBUCKS CORPORATION,** a Washington  
corporation

By: \_\_\_\_\_  
Printed Name: Michael Malanga  
Title: Senior Vice President, State Development

Date: August 14th, 2007  
December

**LANDLORD:**

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: August \_\_\_\_\_, 2007

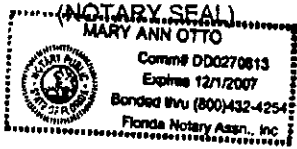
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Files\OLK144\Wachovia-SNDA-12-5-07-(3).doc 7 © 2001 Starbucks Corporation



**ACKNOWLEDGEMENT OF MORTGAGEE**

STATE OF Florida )  
 ) SS.:  
COUNTY OF Orange )

On the 14th day of August, 2007, before me, the undersigned, personally appeared Book Eric, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her capacity as Vice President of **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, and that by his/her signature executed the instrument on behalf of said bank.



Mary Ann Otto  
Notary Public for the State of \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF TENANT**

STATE OF WASHINGTON )  
 ) SS.:  
COUNTY OF KING )

On the \_\_\_\_\_ day of August, 2007, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her capacity as \_\_\_\_\_ of **STARBUCKS CORPORATION**, a Washington corporation, and that by his/her signature executed this instrument on behalf of said corporation.

(NOTARY SEAL)

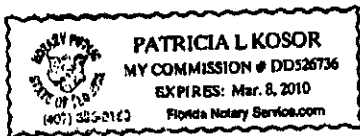
Notary Public for the State of \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF LANDLORD**

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF LAKE )

On the 9th day of August, in the year 2007, before me, the undersigned, personally appeared Robert M. Shaker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her capacity as President of **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company, and that by his/her signature executed the instrument on behalf of said company.

(NOTARY SEAL)



Patricia L. Kosor  
Notary Public for the State of FL  
Commission expires: 3/8/10

**ACKNOWLEDGEMENT OF MORTGAGEE**

STATE OF \_\_\_\_\_ )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of August, 2007, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her capacity as \_\_\_\_\_ of **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, and that by his/her signature executed the instrument on behalf of said bank.

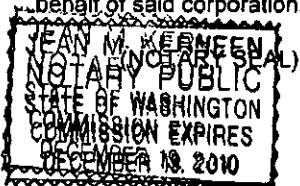
(NOTARY SEAL)

Notary Public for the State of \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF TENANT**

STATE OF WASHINGTON )  
 ) SS.:  
COUNTY OF KING )

On the 14<sup>th</sup> day of December, 2007, before me, the undersigned, personally appeared Michael Makasa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her capacity as SUD Star District of **STARBUCKS CORPORATION**, a Washington corporation, and that by his/her signature executed this instrument on behalf of said corporation.



Jean M Kerneen  
Notary Public for the State of WA  
Commission expires: 12/19/10

**ACKNOWLEDGEMENT OF LANDLORD**

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF LAKE )

On the \_\_\_\_\_ day of August, in the year 2007, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her capacity as \_\_\_\_\_ of **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company, and that by his/her signature executed the instrument on behalf of said company.

(NOTARY SEAL)

Notary Public for the State of \_\_\_\_\_  
Commission expires: \_\_\_\_\_

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12-5-07.doc C:\Documents and Settings\shbrown\Local Settings\Temporary Internet  
Files\OLK141\Wachovia SNDA-12-5-07-(3).doc 8 © 2001 Starbucks Corporation

Exhibit A to SUDA

**LEGAL DESCRIPTION  
PHASE I  
CLERMONT COLLEGE STATION CENTER**

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 800°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 HAMCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE 800°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HAMCOCK ROAD, A DISTANCE OF 629.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HAMCOCK ROAD, S89°32'18"W, A DISTANCE OF 435.83 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 N80°26'23"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°30'14" AND A CHORD BEARING AND DISTANCE OF S48°08'53"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N85°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 28°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 S76°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.18 FEET TO A POINT; THENCE N85°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 69°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 4.60 FEET TO A POINT; THENCE 800°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 (80-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 8°18'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 38.10 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 105.28 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 18°45'21" AND A CHORD BEARING AND DISTANCE OF N07°18'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.90 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°35'20"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 306.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,

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LEGAL DESCRIPTION, CONTINUED

00°34'20"N. A DISTANCE OF 261.02 FEET TO A POINT; THENCE  
89°23'37"E. A DISTANCE OF 5.03 FEET TO A POINT; THENCE  
09°57'19"N. A DISTANCE OF 70.88 FEET TO A POINT; THENCE  
89°33'24"E. A DISTANCE OF 360.71 FEET TO A POINT; THENCE  
78°47'56"E. A DISTANCE OF 85.83 FEET TO A POINT; THENCE  
00°36'23"E. A DISTANCE OF 313.14 FEET TO A POINT; THENCE  
OUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
88°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 12.1265 ACRES OF LAND, MORE OR LESS.

NO COMMON AREA #3, DESCRIBED AS FOLLOWS:

PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R36E,  
LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION  
28, THENCE 500°30'10"N. 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"N, A  
DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE  
OUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH  
RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH MANCOCK  
ROAD (100-FOOT RIGHT OF WAY); THENCE N89°22'20"N, ALONG THE  
OUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50 A DISTANCE OF  
27.01 FEET TO THE POINT OF BEGINNING.

HENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,  
S89°22'20"N, A DISTANCE OF 82.17 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  
2°31'54" AND A CHORD BEARING AND DISTANCE OF S76°32'14"N, 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 84°32'17" AND A  
CHORD BEARING AND DISTANCE OF N64°58'36"N, 45.88 FEET) FOR AN ARC  
DISTANCE OF 47.68 FEET TO A POINT; THENCE N89°25'24"N, 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 90.00 FEET, A  
CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF  
S8°05'12"N, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A  
POINT; THENCE S58°50'34"N, 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 448.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 21529 SQUARE FEET (0.4942 ACRES) OF LAND,  
MORE OR LESS.

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

Exhibit B to SUDA

That certain tract of land situated in the County of Lake, State of Florida and more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence run S 00° 50'10" W along the East line of the Northeast 1/4 of said Section 28 a distance of 1373.53 feet; thence departing said East line run N 89° 22'20" W, a distance of 477.01 feet; thence run S 00° 36'23" W, a distance of 62.17 feet to the Point of Beginning; thence continue S 00° 36'23" W, a distance of 183.48 feet; thence run N 89° 23'37" W, 200.00 feet; thence run N 00° 35'27" E, 200.00 feet; thence run S 89° 25'24" E, a distance of 148.80 feet to a point of curvature of a curve concave Southwesterly having a radius of 50.07 feet, an included angle of 54° 32'12", a chord bearing S 64° 58'36" E and a chord distance of 45.88 feet, run 47.66 feet along the arc of said curve to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet, an included angle of 22° 31'50", a chord bearing of N 76° 32'04" E, and a chord distance of 9.77 feet, run 9.83 feet along the arc of said curve to the Point of Beginning.

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(3) 7ps \$ 61.00

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Bk 03583 Pgs 1362 - 1368; (7pgs)  
DATE: 02/15/2008 12:42:26 PM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 61.00

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

Return to:  
Chicago Title Insurance Co.  
495 Ohio Road 436  
Casselberry, Florida 32707  
1-800-704-6354

**FEE OWNERSHIP  
NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS FEE OWNERSHIP NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") entered into this 26<sup>th</sup> day of June, 2007, by and among JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP, a Florida partnership (the "Fee Owner"), COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company (the "Ground Lessee"), and STARBUCKS CORPORATION, a Washington corporation (the "Sublessee"), and

**WITNESSETH:**

WHEREAS, Fee Owner and Ground Lessee entered into that certain Amended and Partially Restated Lease Agreement (Phase II) dated as of June 4, 1997 (the "Ground Lease") for the property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Ground Lessee has entered into a Ground Lease dated June 8, 2007 (the "Sublease") with Sublessee for a portion of the Property consisting of approximately 39,620.61 ( ) square feet, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, the Fee Owner, the Ground Lessee and the Sublessee desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Non-Disturbance and Attornment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the Sublessee, the Fee Owner and the Ground Lessee agree as follows:

1. The Fee Owner consents to the execution and delivery of the Sublease.
2. Provided the Sublease remains in full force and effect and Sublessee is not in default under the Sublease (beyond any period given the Sublessee to cure the default), then:
  - (a) The Fee Owner shall recognize the Sublease and shall not disaffirm the Sublease even if the Ground Lease is terminated. The Sublessee's right of possession to the Premises and the Sublessee's other rights, duties and obligations arising out of the Sublease shall not be disturbed, modified, enlarged or otherwise affected by the Fee Owner or by any person or entity which shall have acquired rights through or under the Fee Owner in the exercise of its rights or in the performance of its obligations or in any other manner under the Ground Lease. Further, the Sublessee shall not be named as a party defendant in any proceedings resulting from a default of the Ground Lessee under the Ground Lease nor in any other way be deprived of its rights under the Sublease.
  - (b) If the Ground Lease or any renewal shall terminate before the expiration of the Term of the Sublease, as the Sublease may be renewed in accordance with its terms, the Sublease, if then in existence, shall continue as a lease between the Fee Owner as lessor, and the Sublessee as lessee, with the same force and effect as if the Fee Owner and Sublessee had entered into a ground lease as of the date of termination of the Ground Lease.

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**STARBUCKS**

containing the same terms, covenants and conditions as those contained in the Sublease. In such event, the Sublease shall remain in full force and effect in accordance with its terms.

(c) In the event that the Fee Owner exercises any of its remedies in the event of a default by the Ground Lessee, as provided for in the Ground Lease, the Sublease shall not be terminated or affected by the default or action of the Fee Owner or the Ground Lessee or both. The Sublessee covenants and agrees to attorn to the Fee Owner, as the case may be, as its new lessor if the Ground Lessee's rights under the Ground Lease are terminated, and the Sublease shall continue in full force and effect as a direct lease between the Sublessee and the Fee Owner.

3. The term "Fee Owner" as used in this Sublease means only the Fee Owner for the time being of the Premises. In the event of the sale, assignment or transfer of such owner's interest in the Premises, such selling, assigning or transferring owner shall be released and discharged from all covenants and obligations of Fee Owner thereafter accruing, but such covenants and obligations shall be binding upon each new owner of the Premises for the period of its ownership.

4. Fee Owner and Ground Lessee represent and warrant that the Ground Lease is in full force and effect as of the date hereof.

5. The above provisions shall be self-operative and effective without execution of any further instruments on the part of any party. However, the Sublessee agrees to execute and deliver to the Fee Owner or to any other person to whom the Sublessee agrees to attorn, such other instruments as either shall request in order to comply with these provisions.

6. Notwithstanding anything else in this Agreement to the contrary, in no event shall the Sublease have a term beyond May 31, 2059. It is intended that this Sublease shall not extend beyond the term of the Ground Lease, as set forth therein, whether or not the Ground Lease is terminated prior to such date.

7. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

8. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties and their successors and assigns.

9. This document may be executed in one or more counterparts which, taken together, shall constitute one and the same instrument. To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

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- 2 -

**STARBUCKS**

IN WITNESS WHEREOF, Fee Owner, Ground Lessee, and Sublessee have caused this Non-Disturbance and Attornment Agreement to be executed and sealed the day, month and year first above written.

**"FEE OWNER":**

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

By: [Signature]  
John P. Adams, Partner

By: [Signature]  
Ann D. Adams, Partner

**"GROUND LESSEE":**

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

By: [Signature]  
Printed Name: ROBERT M. SHAKAN  
Title: President

[CORPORATE SEAL]

**"SUBLESSEE":**

**STARBUCKS CORPORATION**, a Washington corporation

By: [Signature]  
**Nathan Weinberger**  
director portfolio management  
Store Development

8/24/07

[CORPORATE SEAL]

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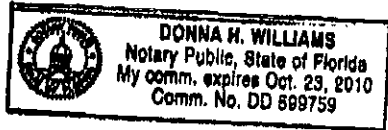
**STARBUCKS**



STATE OF FLORIDA  
COUNTY OF OK

The foregoing instrument was acknowledged before me this 20th day of July, 2007, by John P. Adams, as Partner and Ann D. Adams, as Partner of JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP, a Florida partnership, on behalf of the partnership. They  are personally known to me or  have produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Donna H. Williams  
Notary Public Signature

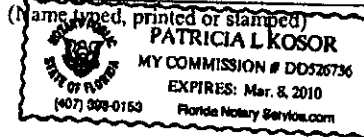
Donna H. Williams  
(Name typed, printed or stamped)

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 26th day of June, 2007, by Robert M. Spahn, 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)

Patricia L. Kosor  
Notary Public Signature



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

The foregoing instrument was acknowledged before me this 29th day of August, 2007, by Nathan Weintraub, as Director Portland ME of STARBUCKS CORPORATION, a Washington corporation, on behalf of the corporation. He (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Donna M. Ballard  
Notary Public Signature

Donna M. Ballard  
(Name typed, printed or stamped)

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**STARBUCKS**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**PHASE I**  
**CLERMONT COLLEGE STATION CENTER**

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 800'50'10" N, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 4379.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20" N, A DISTANCE OF 60.00 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" N, 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" N, A DISTANCE OF 429.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51" N, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°35'23"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°55'20" N, 38.80 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 S62°00'50" N, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37" N, A DISTANCE OF 159.21 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 28°34'22" AND A CHORD BEARING AND DISTANCE OF S75°45'32" N, 80.42 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" N, 39.93 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37" N, 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" N, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02" N, A DISTANCE OF 4.08 FEET TO A POINT; THENCE N88°55'58" N, A DISTANCE OF 29.85 FEET TO A POINT; THENCE S00°27'13" N, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18" N, 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 8°18'18" AND A CHORD BEARING AND DISTANCE OF N12°00'53" N, 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" N, 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 280.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20" N, 60.24 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 447.29 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°28'30" 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,

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- 5 -

**STARBUCKS**

**LEGAL DESCRIPTION, CONTINUED**

00°34'20"W, A DISTANCE OF 281.02 FEET TO A POINT; THENCE  
 89°23'37"E, A DISTANCE OF 5.03 FEET TO A POINT; THENCE  
 08°57'13"W, A DISTANCE OF 70.88 FEET TO A POINT; THENCE  
 89°33'24"E, A DISTANCE OF 360.73 FEET TO A POINT; THENCE  
 78°47'55"E, A DISTANCE OF 85.83 FEET TO A POINT; THENCE  
 00°38'23"E, A DISTANCE OF 313.14 FEET TO A POINT; THENCE  
 SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
 89°22'20"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE  
 ROAD 50, A DISTANCE OF 487.01 FEET TO THE POINT OF BEGINNING.

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

NO COMMON AREA #3, DESCRIBED AS FOLLOWS:

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

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION  
 28; THENCE 500°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  
 27.01 FEET TO THE POINT OF BEGINNING.

HENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,  
 00°36'23"W, A DISTANCE OF 82.17 FEET TO A POINT; THENCE  
 SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT  
 SAID CURVE HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF  
 2°34'54" AND A CHORD BEARING AND DISTANCE OF S78°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 84°32'17" AND A  
 CHORD BEARING AND DISTANCE OF N84°58'38"W, 45.88 FEET) FOR AN ARC  
 DISTANCE OF 47.88 FEET TO A POINT; THENCE N88°28'24"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°48'02" AND A CHORD BEARING AND DISTANCE OF  
 S88°06'12"W, 29.09 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A  
 POINT; THENCE S58°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  
 89°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 21529 SQUARE FEET (0.4942 ACRES) OF LAND,  
 MORE OR LESS.

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

**STARBUCKS**

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF THE PREMISES**

That certain tract of land situated in the County of Lake, State of Florida and more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence run S 00° 50' 10" W along the East line of the Northeast 1/4 of said Section 28 a distance of 1373.53 feet; thence departing said East line run N 89° 22' 20" W, a distance of 477.01 feet; thence run S 00° 36' 23" W, a distance of 62.17 feet to the Point of Beginning; thence continue S 00° 36' 23" W, a distance of 183.48 feet; thence run N 89° 23' 37" W, 200.00 feet; thence run N 00° 35' 27" E, 200.00 feet; thence run S 89° 25' 24" E, a distance of 148.80 feet to a point of curvature of a curve concave Southwesterly having a radius of 50.07 feet, an included angle of 54° 32' 12", a chord bearing S 64° 58' 36" E and a chord distance of 45.88 feet, run 47.66 feet along the arc of said curve to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet, an included angle of 22° 31' 50", a chord bearing of N 76° 32' 04" E, and a chord distance of 9.77 feet, run 9.83 feet along the arc of said curve to the Point of Beginning.

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**STARBUCKS**