

PREPARED BY AND RETURN TO:
ANDREW SHIPP, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FLORIDA 32097

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OLD CYPRESS FARMS**

THIS DECLARATION is made this 11th day of Sept, 2025 by Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (hereinafter referred to as "the DECLARANT").

RECITALS:

WHEREAS, the DECLARANT is the owner of the real property situate, lying and being in Bradford County, Florida and described on **Exhibit A** attached hereto and made a part hereof ("PROPERTY"); and

WHEREAS, it is contemplated that the PROPERTY will be a community, known as "Old Cypress Farms", consisting of fourteen (14) lots, which are approximately 1.9 acres to 37.65 acres in size, as generally shown on **Exhibit B** attached hereto and made a part hereof. Each lot shall be used for either recreational, single family residential, and/or agricultural purposes. No common areas, easements, accessways, utility, stormwater or any other improvements are made a part of this community or this DECLARATION other than as referenced in the legal description;

WHEREAS, the DECLARANT desires to provide for the protection and enhancement of the property values and quality of environment in the PROPERTY and for the general health, safety, and welfare of the owners of the PROPERTY and, to this end, desires to subject the PROPERTY to the covenants, conditions and restrictions hereinafter set forth, each of which shall be binding upon, and run with the title to, the PROPERTY; and.

WHEREAS, all present and future OWNERS, tenants and occupants of LOTS, shall be subject to and shall comply with the provisions of this Declaration, as may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any LOT, shall constitute an adoption and ratification of the provisions of this Declaration, as they may be amended from time to time.

NOW, THEREFORE, the DECLARANT, for itself and its successors and assigns, declares that the PROPERTY is and shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with title to the PROPERTY and shall be binding on, and inure to the benefit of, all parties having any right, title or interest in the PROPERTY, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I – INCORPORATION OF RECITALS

The above Recitals are hereby incorporated in and form a part of this DECLARATION.

ARTICLE II – DEFINITIONS

The following words shall be defined in this DECLARATION in this manner:

2.1. “AGRICULTURAL USE” shall mean the cultivation of food crops, silviculture or livestock, and other ancillary uses thereto, including the marketing of agricultural products produced on the PROPERTY in compliance with any and all applicable laws, ordinances and regulations.

2.2. “ALLOWABLE COMMERCIAL USE” shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or LOT within the PROPERTY as a home office and/or for telecommuting work. No trade, business, profession or other type of commercial activity, which can be detected by sight, sound, or odor from the exterior of the LOT or causes increases in traffic or transient guests, shall be carried on upon any LOT, except that real estate brokers, Owners and their agents may show properties for sale or lease.

2.3. “IMPROVEMENTS” shall mean all man-made things, objects, or structures constructed on, above, or below, any LOT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.

2.4. “MOBILE HOME” shall mean manufactured home, mobile home, modular home, or house trailer.

2.5. “OWNER” or “OWNERS” shall mean the legal title holder of record of any LOT (including the DECLARANT), to include any natural person or legal entity holding title; and all other persons acquiring or succeeding to the title from the DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.

2.6. “PROPERTY” shall mean the approximate 191.84 acres of land situate in Bradford County, Florida and as is more particularly described on **Exhibit A** and is depicted on **Exhibit B**, both attached hereto and which has been designated and named herein as “Old Cypress Farms”.

2.7. “RECREATIONAL USE” shall mean recreational activities, including, but not limited to, swimming, fishing and wildlife viewing or similar recreational activities permissible in accordance with any and all applicable laws, ordinances and regulations.

2.8. “RESIDENTIAL USE” shall mean use of the PROPERTY as living quarters for one household only. For avoidance of doubt, Residential Use does not include multi-family occupancy or institutional property.

2.9. "LOT" or "LOTS" shall mean those lots, parcels or tracts within the PROPERTY, and as is more particularly described on **Exhibit A** and/or **Exhibit B** attached hereto.

ARTICLE III – PURPOSE

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and LOTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY by and through a common scheme of development. Any word or term used in this DECLARATION that is not defined in Article II shall have the meaning as defined in the local development or zoning codes and ordinances. If not defined in this DECLARATION or in local development or zoning codes, the ordinarily accepted meaning will apply.

ARTICLE IV – USES AND RESTRICTIVE COVENANTS

The DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the LOTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

4.1. Permitted Use: The PROPERTY and any LOT within the PROPERTY shall be used solely for RESIDENTIAL, RECREATIONAL or AGRICULTURAL USES or a combination of said uses. ALLOWABLE COMMERCIAL USE as defined in Article II of this DECLARATION shall also be permitted upon prior written approval of the DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.

4.2. Mobile Homes: One (1) MOBILE HOME will be permitted on each LOT, provided each and every MOBILE HOME shall comply with the following requirements:

- a. Be a minimum of 24 feet wide with a minimum of 1,000 square feet exclusive of carports, porches and garages, and an enclosed foundation properly skirted with material compatible with the type of house itself; and
- b. Be permanently installed in a neat and attractive manner with skirting completed within ninety (90) days after the MOBILE HOME is placed on the LOT; and
- c. Be in a state of good repair; and
- d. Be no older than five (5) years of age when placed on any LOT.

4.3. Single Family Residences: Single family residences shall have a minimum of 1,200 square feet exclusive of carports, porches and garages. Construction of the residence shall be completed within one (1) year of the date of issuance of the local government building permit.

4.4. Temporary Improvements for Residential Purposes: Temporary IMPROVEMENTS for residential purposes shall be allowed only during a period of active construction of a permanent residential structure on a LOT, and shall not exist on the site for longer than twelve (12) total months.

4.5. Setbacks: The minimum setback of any structure, including, but not limited to, houses, barns, sheds, etc. constructed on any LOT shall be one hundred fifty feet (150') from the front, fifty feet (50') from the rear, and twenty-five feet (25') from the side lines of a LOT or as stated in the applicable zoning regulations of Bradford County, Florida, should such minimum setbacks established by the County be more restrictive than those stated herein.

4.6. Maintenance Standards: Each OWNER shall keep all IMPROVEMENTS on any LOT in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects with governmental statutes, ordinances, regulations and all health, police and fire protection requirements. No IMPROVEMENT on any LOT shall be permitted by the OWNER of such LOT to fall into disrepair, and each IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished. Each LOT shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard.

4.7. Fencing: Each OWNER may install fencing around the perimeter boundary line of each LOT and may place fencing at other locations within each LOT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as **Exhibit C** and made a part hereof for addition to existing board fencing.

4.8. Mining Prohibited: No commercial borrow pits or mining of any kind shall be allowed on the Property.

4.9. Towers: No commercial cellular towers, other communication towers, or other towers above forty (40) feet high shall be allowed on the Property.

4.10. Billboards Prohibited; Community Sign: No billboards shall be allowed on the Property. The DECLARANT has installed or will install a community sign on Lot 14 (the "Sign Easement Lot") and hereby reserves to itself easements for the sign, and access easements for ingress and egress to and from the sign ("Sign Easement"), as described and depicted on **Exhibit D** attached hereto and made a part hereof. DECLARANT shall have the right, but not the obligation or affirmative duty, to maintain, replace or repair the sign in DECLARANT'S sole and absolute discretion. The sign shall remain in place for the duration of this Declaration and may not be removed or modified by any Owner without prior written consent of Declarant. The Sign Easement shall run with title to the Sign Easement Lot.

4.11. Waste Storage and Removal: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers screened from public view and in accordance with any applicable ordinances and land use regulations of Bradford County, Florida. Rubbish and trash shall not be permitted to accumulate and may not be disposed of on the PROPERTY by burning or burial.

4.12. Nuisance Prohibition: No activities generating noxious or offensive noise or odors may be conducted on any LOT, no improper, offensive, or unlawful activity shall be conducted on any LOT, nor shall any activity be conducted thereon which shall become a nuisance, or cause unreasonable embarrassment, or constitute a disturbance or annoyance to persons in their enjoyment of any LOT within the PROPERTY.

ARTICLE V – NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT shall be:

- (a) in writing, and
- (b) deemed to have been provided
 - (i) on the second business day after being sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested, or
 - (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or
 - (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party.

The notice address of the DECLARANT shall be:

DECLARANT: Raydient LLC dba Raydient Places + Properties LLC
Attention: CCR Manager
1 Rayonier Way
Wildlight, FL 32097

WITH A COPY TO: Rayonier Inc.
Attention: Legal Department
1 Rayonier Way
Wildlight, FL 32097

ARTICLE VI - MISCELLANEOUS PROVISIONS

6.1 Enforcement: Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. DECLARANT and/or any OWNER may enforce these COVENANTS against any other OWNER in violation in a court of competent jurisdiction located in Bradford County, Florida, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.

DECLARANT specifically retains the right, but not the obligation, at its sole discretion, to enforce the terms and conditions and provisions of this DECLARATION FOR fifteen (15 years) following the conveyance of the last LOT owned by DECLARANT to an OWNER.

6.2 Recovery: If any OWNER or if DECLARANT seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorney's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.

6.3 No Waiver: Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver, abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.

6.4 Invalidation: The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.

6.5 Term: The covenants and restrictions of this DECLARATION shall be in full force and effect and shall run with and bind the land, and shall inure to the benefit of and be enforceable by DECLARANT, or the OWNER of any land subject to this DECLARATION, their legal representatives, heirs, successors and assigns, until December 1, 2045. Thereafter, these covenants and restrictions shall be automatically extended for successive terms of ten (10) years each, unless otherwise extinguished as provided by Chapter 712 of the *Florida Statutes* or UNLESS an instrument which terminates these COVENANTS is signed by OWNERS of more than fifty percent of the LOTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Bradford County, Florida. For avoidance of doubt, the foregoing simple-majority percentage is intended to reflect a proportion based on the total number of LOTS within the PROPERTY, not an acreage proportion.

6.6 Amendment:

6.6.1 Amendment by DECLARANT: The DECLARANT, as long as DECLARANT owns a LOT, reserves and shall have the sole right to take the following actions without vote or consent of the OWNERS:

- (a) amend this DECLARATION for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; and
- (b) amend this DECLARATION in any manner which does not adversely affect the substantive rights of an existing OWNER or mortgagee; and
- (c) amend this DECLARATION for the purpose of adding other property to be included within the scope of this DECLARATION; and
- (d) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any LOT which do not lower the standards of the covenants and restrictions herein contained; and

(e) release any LOT from any part of the covenants and restrictions contained herein which have been violated if the DECLARANT, in its sole judgment, determines such violation to be a minor or insubstantial violation.

6.6.2 Amendment by OWNERS: Provided DECLARANT no longer owns any LOT in the PROPERTY, this DECLARATION may be amended, modified or changed only if an instrument is signed by OWNERS that own more than three-quarters (3/4) of the LOTS in the PROPERTY, provided to DECLARANT for review, and subsequently recorded in the official records of Bradford County, Florida. The instrument may not be recorded until approval from DECLARANT to do so is obtained in writing. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of LOTS within the PROPERTY, not an acreage proportion.

6.7 Binding Effect: These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, his, her, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.

6.8 Tax Sale: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.

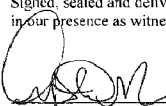
6.9 No Right to Subdivide: Once a LOT has been purchased from DECLARANT, such parcel of land may be combined with other LOTS, but shall not be subdivided nor shall only a portion of a LOT be sold unless written approval is given by the DECLARANT.

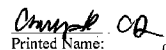
6.10 Annexations/Additions: In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional land contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration that is recorded in the public records of Bradford County, Florida.

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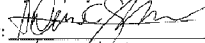
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written:

Signed, sealed and delivered
in our presence as witnesses:


Printed Name: Crystal L. Cook
1 Rayonier Way
Wildlight, FL 32097


Printed Name: Chrystal C. Dietz
1 Rayonier Way
Wildlight, FL 32097

DECLARANT:
Raydient LLC dba Raydient Places +
Properties LLC, a Delaware limited
liability company

By: 
Andrew C. Shipp
Its: Vice President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence,
or ☐ online notarization, this 11th day of Sept, 2025, by Andrew Shipp Vice President
of RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC, a Delaware limited
liability company, on behalf of the company, who is personally known to me or ☐ has produced
as identification


Print Name: Chrystal C. Dietz
NOTARY PUBLIC, State of Florida
Commission # HH 410826
My Commission Expires: 9-29-27



Exhibit A – Description of the Property

LOT 1:

A parcel of land being a portion of Sections 3 and 10, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 3, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said Section 3, S 88°35'15" W, a distance of 1323.30 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida and the Point of Beginning; thence departing said South line and on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, S 01°14'23" E, a distance of 55.22 feet to a point on the Northerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence departing said East line and on said Northerly Right of Way line, N 78°20'18" W, a distance of 489.40 feet; thence departing said Northerly Right of Way line, N 09°50'21" E, a distance of 1178.88 feet to a point on the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way) said point being on a curve, concave Northwest, having a radius of 1974.82 feet and a central angle of 07°26'52"; thence on the arc of said curve, a distance of 256.71 feet said arc being subtended by a chord which bears N 76°19'24" E, a distance of 256.53 feet; thence departing said Southerly Right of Way line, S 01°14'23" E, a distance of 1266.21 feet to the Point of Beginning.

LOT 2:

A parcel of land being a portion of Section 3, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 3, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said Section 3, S 88°35'15" W, a distance of 1323.30 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence departing said South line and on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, S 01°14'23" E, a distance of 55.22 feet to a point on the Northerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence departing said East line and on said Northerly Right of Way line, N 78°20'18" W, a distance of 489.40 feet to the Point of Beginning; thence continue on said Northerly Right of Way line, N 78°20'18" W, a distance of 409.09 feet; thence departing said Northerly Right of Way line, N 11°14'45" E, a distance of 1053.84 feet to a point on the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way); thence on said Southerly Right of Way line, N 84°15'21" E, a distance of 254.19 feet to the beginning of a curve, concave Northwest, having a radius of 1974.82 feet and a central angle of 04°12'31"; thence on the arc of said curve, a distance of 145.06 feet said arc being subtended by a chord which bears N 82°09'06" E, a distance of 145.02 feet; thence departing said Southerly Right of Way line, S 09°50'21" W, a distance of 1178.88 feet to the Point of Beginning.

LOT 3:

A parcel of land being a portion of Section 3, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Exhibit A

Commence at the Southeast corner of Section 3, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said Section 3, S 88°35'15" W, a distance of 1323.30 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence departing said South line and on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, S 01°14'23" E, a distance of 55.22 feet to a point on the Northerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence departing said East line and on said Northerly Right of Way line, N 78°20'18" W, a distance of 898.48 feet to the Point of Beginning; thence continue on said Northerly Right of Way line, N 78°20'18" W, a distance of 443.20 feet; thence departing said Northerly Right of Way line, N 11°14'45" E, a distance of 915.21 feet to a point on the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way); thence on said Southerly Right of Way line, N 84°15'21" E, a distance of 463.41 feet; thence departing said Southerly Right of Way line, S 11°14'45" W, a distance of 1053.84 feet to the Point of Beginning.

LOT 4:

A parcel of land being a portion of Section 3, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 3, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said Section 3, S 88°35'15" W, a distance of 1323.30 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence departing said South line and on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, S 01°14'23" E, a distance of 55.22 feet to a point on the Northerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence departing said East line and on said Northerly Right of Way line, N 78°20'18" W, a distance of 1341.68 feet to the Point of Beginning; thence continue on said Northerly Right of Way line, N 78°20'18" W, a distance of 658.84 feet; thence departing said Northerly Right of Way line, N 11°14'45" E, a distance of 761.42 feet to a point on the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way); thence on said Southerly Right of Way line for the next 3 courses, N 84°15'21" E, a distance of 463.21 feet; thence S 01°12'07" E, a distance of 50.16 feet; thence N 84°15'21" E, a distance of 214.37 feet; thence departing said Southerly Right of Way line, S 11°14'45" W, a distance of 915.21 feet to the Point of Beginning.

LOT 5:

A parcel of land being a portion of Section 3, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 3, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said Section 3, S 88°35'15" W, a distance of 1323.30 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence departing said South line and on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, S 01°14'23" E, a distance of 55.22 feet to a point on the Northerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence departing said East line and on said Northerly Right of Way line, N 78°20'18" W, a distance of 2000.52 feet to the Point of Beginning; thence continue on said Northerly Right of

Exhibit A

Way line, N 78°20'18" W, a distance of 654.74 feet; thence departing said Northerly Right of Way line, N 11°14'45" E, a distance of 644.97 feet to a point on the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way) said point also being on a curve concave Northeast, having a radius of 2069.68 feet and a central angle of 16°25'41"; thence on said Southerly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 593.43 feet said arc being subtended by a chord which bears S 87°31'48" E, a distance of 591.40 feet to the curves end; thence N 84°15'21" E, a distance of 73.46 feet; thence departing said Southerly Right of Way line, S 11°14'45" W, a distance of 761.42 feet to the Point of Beginning.

LOT 6:

A parcel of land being a portion of Section 3, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 3, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said Section 3, S 88°35'15" W, a distance of 1323.30 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence departing said South line and on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, S 01°14'23" E, a distance of 55.22 feet to a point on the Northerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence departing said East line and on said Northerly Right of Way line, N 78°20'18" W, a distance of 2655.26 feet to the Point of Beginning; thence continue on said Northerly Right of Way line, N 78°20'18" W, a distance of 706.83 feet; thence departing said Northerly Right of Way line, N 11°14'45" E, a distance of 647.77 feet to a point on the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way); thence on said Southerly Right of Way line for the next 4 courses, S 73°02'56" E, a distance of 478.16 feet to the beginning of a curve, concave Northeast, having a radius of 2119.68 feet and a central angle of 1°03'52"; thence on the arc of said curve, a distance of 39.38 feet said arc being subtended by a chord which bears S 73°34'52" E, a distance of 39.38 feet to the curves end; thence N 01°06'00" W, a distance of 52.34 feet to the beginning of a curve, concave Northeast, having a radius of 2069.68 feet and a central angle of 05°37'34"; thence on the arc of said curve, a distance of 203.23 feet said arc being subtended by a chord which bears S 76°30'11" E, a distance of 203.15 feet; thence departing said Southerly Right of Way line, S 11°14'45" W, a distance of 644.97 feet to the Point of Beginning.

LOT 7:

A parcel of land being a portion of Section 3, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 3, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said Section 3, S 88°35'15" W, a distance of 1323.30 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence departing said South line and on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, S 01°14'23" E, a distance of 55.22 feet to a point on the Northerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence departing said East line and on said Northerly Right of Way line, N 78°20'18" W, a distance of 3362.09 feet to the Point of Beginning; thence continue on said Northerly Right of Way line for the next 2 courses, N 78°20'18" W, a distance of 87.84 feet to the beginning of a

curve, concave Northeast, having a radius of 5678.30 feet and a central angle of 06°08'07"; thence on the arc of said curve, a distance of 608.03 feet said arc being subtended by a chord which bears N 75°16'14" W, a distance of 607.74 feet; thence departing said Northerly Right of Way line, N 17°17'07" E, a distance of 676.23 feet to a point on the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way); thence on said Southerly Right of Way line, S 73°02'56" E, a distance of 626.41 feet; thence departing said Southerly Right of Way line, S 11°14'45" W, a distance of 647.77 feet to the Point of Beginning.

LOT 8:

A parcel of land being a portion of Sections 3 and 4, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 3, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said Section 3, S 88°35'15" W, a distance of 1323.30 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence departing said South line and on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, S 01°14'23" E, a distance of 55.22 feet to a point on the Northerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence departing said East line and on said Northerly Right of Way line for the next 2 courses, N 78°20'18" W, a distance of 3449.93 feet to the beginning of a curve, concave Northeast, having a radius of 5678.30 feet and a central angle of 06°08'07"; thence on the arc of said curve, a distance of 608.03 feet said arc being subtended by a chord which bears N 75°16'14" W, a distance of 607.74 feet to the Point of Beginning; thence continue on said curve, concave Northeast, having a radius of 5678.30 feet and a central angle of 06°58'15"; thence on the arc of said curve, a distance of 690.83 feet said arc being subtended by a chord which bears N 68°43'04" W, a distance of 690.41 feet; thence departing said Northerly Right of Way line, N 20°39'20" E, a distance of 625.38 feet to a point on the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way); thence on said Southerly Right of Way line, S 73°02'56" E, a distance of 651.98 feet; thence departing said Southerly Right of Way line, S 17°17'07" W, a distance of 676.23 feet to the Point of Beginning.

LOT 9:

A parcel of land being a portion of Section 4, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 3, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said Section 3, S 88°35'15" W, a distance of 1323.30 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence departing said South line and on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, S 01°14'23" E, a distance of 55.22 feet to a point on the Northerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence departing said East line and on said Northerly Right of Way line for the next 2 courses, N 78°20'18" W, a distance of 3449.93 feet to the beginning of a curve, concave Northeast, having a radius of 5678.30 feet and a central angle of 13°06'21"; thence on the arc of said curve, a distance of 1298.86 feet said arc being subtended by a chord which bears N 71°47'07" W, a distance of 1296.03 feet to the Point of Beginning; thence continue on said curve,

concave Northeast, having a radius of 5678.30 feet and a central angle of 08°22'07"; thence on the arc of said curve, a distance of 829.38 feet said arc being subtended by a chord which bears N 61°02'53" W, a distance of 828.64 feet to a point on the Southeasterly line of Block 47 of East Addition to Sampson City as recorded in Plat Book 1, Page 1 of the public records of Bradford County, Florida; thence departing said Northerly Right of Way line and on said Southeasterly line, N 41°19'06" E, a distance of 329.72 feet to the Northeast corner of said Block 47; thence departing said Southeasterly line and on the Northerly line of said Block 47, N 48°18'00" W, a distance of 355.91 feet to a point on the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way) said point being on a curve, concave Southwest, having a radius of 1435.53 feet and a central angle of 3°20'00"; thence departing said Northerly line and on said Southerly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 83.52 feet said arc being subtended by a chord which bears S 74°42'56" E, a distance of 83.50 feet to the curves end; thence S 73°02'56" E, a distance of 954.65 feet; thence departing said Southerly Right of Way line, S 20°39'20" W, a distance of 625.38 feet to the Point of Beginning.

LOT 10:

A parcel of land being a portion of Section 4, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Begin at the intersection of the Northeasterly Right of Way line of County Road No. 225 (100 foot Right of Way) with the Southerly Right of Way line of CSX Transportation Inc. (Variable Width Right of Way) said point being on a curve, concave Southerly, having a radius of 1435.53 feet and a central angle of 17°30'59"; thence on said Southerly Right of Way line and on the arc of said curve, a distance of 438.87 feet said arc being subtended by a chord which bears N 87°56'29" E, a distance of 437.16 feet to a point on the Northwesterly line of Block 47 of East Addition to Sampson City as recorded in Plat Book 1, Page 1 of the public records of Bradford County, Florida; thence departing said Southerly Right of Way line and on said Northwesterly line, S 41°23'43" W, a distance of 292.14 feet to a point on the aforesaid Northeasterly Right of Way line of County Road No. 225, said point also being on a curve, concave Northeast, having a radius of 5678.30 feet and a central angle of 3°12'13"; thence departing said Northwesterly line and on said Northeasterly Right of Way line and on the arc of said curve, a distance of 317.50 feet said arc being subtended by a chord which bears N 50°08'40" W, a distance of 317.46 feet to the Point of Beginning.

LOT 11:

A parcel of land being a portion of Sections 3 and 4, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, S 88°49'22" W, a distance of 390.32 feet to a point on the Northeasterly Right of Way line of the former Georgia Southern and Florida Railroad (100 foot Right of Way)(Abandoned); thence departing said South line and on said Northeasterly Right of Way line, N 48°18'00" W, a distance of 3236.01 feet to the Point of Beginning; thence continue on said Northeasterly Right of Way line, N 48°18'00" W, a distance of 1737.56 feet; thence departing said Northeasterly Right of Way line, N 41°19'06" E, a

distance of 73.09 feet to a point on the Southerly Right of Way line of County Road No. 225 (100 foot Right of Way) said point also being on a curve, concave Northeast, having a radius of 5778.30 feet and a central angle of 14°57'55"; thence on said Southerly Right of Way line and on the arc of said curve, a distance of 1509.24 feet said arc being subtended by a chord which bears S 64°54'19" E, a distance of 1504.95 feet; thence departing said Northeasterly Right of Way line, S 11°14'45" W, a distance of 583.70 feet to the Point of Beginning.

LOT 12:

A parcel of land being a portion of Sections 3, 4 and 10, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, S 88°49'22" W, a distance of 390.32 feet to a point on the Northeasterly Right of Way line of the former Georgia Southern and Florida Railroad (100 foot Right of Way)(Abandoned); thence departing said South line and on said Northeasterly Right of Way line, N 48°18'00" W, a distance of 2046.82 feet to the Point of Beginning; thence continue on said Northeasterly Right of Way line, N 48°18'00" W, a distance of 1189.19 feet; thence departing said Northeasterly Right of Way line, N 11°14'45" E, a distance of 583.70 feet to a point on the Southerly Right of Way line of County Road No. 225 (100 foot Right of Way) said point also being on a curve, concave Northeast, having a radius of 5778.30 feet and a central angle of 05°57'01"; thence on the arc of said curve for the next 2 courses, a distance of 600.10 feet said arc being subtended by a chord which bears S 75°21'47" E, a distance of 599.83 feet to the curves end, thence S 78°20'18" E, a distance of 426.35 feet, thence departing said Southerly Right of Way line, S 11°14'45" W, a distance of 1147.87 feet to the Point of Beginning.

LOT 13:

A parcel of land being a portion of Sections 3 and 10, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, S 88°49'22" W, a distance of 390.32 feet to a point on the Northeasterly Right of Way line of the former Georgia Southern and Florida Railroad (100 foot Right of Way)(Abandoned); thence departing said South line and on said Northeasterly Right of Way line, N 48°18'00" W, a distance of 1022.54 feet to the Point of Beginning; thence continue on said Northeasterly Right of Way line, N 48°18'00" W, a distance of 1024.28 feet, thence departing said Northeasterly Right of Way line, N 11°14'45" E, a distance of 1147.87 feet to a point on the Southerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence on said Southerly Right of Way line, S 78°20'18" E, a distance of 882.99 feet; thence departing said Southerly Right of Way line, S 11°14'45" W, a distance of 1660.61 feet to the Point of Beginning.

LOT 14:

A parcel of land being a portion of Sections 3 and 10, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 7 South, Range 21 East, Bradford County, Florida; thence on the South line of said North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, S 88°49'22" W, a distance of 327.98 feet to the Point of Beginning; thence continue on said South line, S 88°49'22" W, a distance of 62.34 feet to a point on the Northeasterly Right of Way line of the former Georgia Southern and Florida Railroad (100 foot Right of Way)(Abandoned); thence departing said South line and on said Northeasterly Right of Way line, N 48°18'00" W, a distance of 1022.54 feet; thence departing said Northeasterly Right of Way line, N 11°14'45" E, a distance of 1680.61 feet to a point on the Southerly Right of Way line of County Road No. 225 (100 foot Right of Way); thence on said Southerly Right of Way line, S 78°20'18" E, a distance of 704.26 feet to a point on the Westerly Right of Way line of SW 87th Avenue (33 foot Right of Way) (County Maintained Graded Road); thence departing said Southerly Right of Way line and on said Westerly Right of Way line for the next 13 courses, S 04°53'41" E, a distance of 165.98 feet; thence S 07°11'38" E, a distance of 320.76 feet; thence S 11°41'51" E, a distance of 103.19 feet to the beginning of a curve, concave Westerly, having a radius of 367.00 feet and a central angle of 21°51'01"; thence on the arc of said curve, a distance of 139.96 feet said arc being subtended by a chord which bears S 00°46'20" E, a distance of 139.11 feet to the curves end; thence S 10°09'10" W, a distance of 242.37 feet to the beginning of a curve, concave Northwest, having a radius of 867.00 feet and a central angle of 20°20'45"; thence on the arc of said curve, a distance of 307.87 feet said arc being subtended by a chord which bears S 20°19'32" W, a distance of 306.26 feet to the curves end; thence S 30°29'55" W, a distance of 73.97 feet to the beginning of a curve, concave Southeast, having a radius of 733.00 feet and a central angle of 26°15'11"; thence on the arc of said curve, a distance of 335.86 feet said arc being subtended by a chord which bears S 17°22'19" W, a distance of 332.93 feet to the curves end; thence S 04°14'44" W, a distance of 129.60 feet to the beginning of a curve, concave Easterly, having a radius of 358.00 feet and a central angle of 16°59'07"; thence on the arc of said curve, a distance of 106.13 feet said arc being subtended by a chord which bears S 04°14'49" E, a distance of 105.74 feet to the curves end; thence S 12°44'23" E, a distance of 94.56 feet to the beginning of a curve, concave Southwest, having a radius of 252.00 feet and a central angle of 14°16'38"; thence on the arc of said curve, a distance of 62.80 feet said arc being subtended by a chord which bears S 05°36'03" E, a distance of 62.63 feet to the curves end; thence S 01°36'01" W, a distance of 145.11 feet to the Point of Beginning.

Exhibit A

Exhibit B – Survey of the Property

(See Attached)

Exhibit B

[illegible]

A parcel of land being a portion of Section 3, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

[illegible]

A parcel of land being a portion of Section 3, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

[illegible]

LOT 7:

[illegible]

ARNOLD J.
FLORIDA RE
VALID WITHOUT
SEAL OF A FILC

Exhibit C

Exhibit D – Sign Easement

SIGN EASEMENT:

A parcel of land being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 7 South, Range 21 East, Bradford County, Florida, and being more particularly described as follows:

Begin at the intersection of the Southerly Right of Way line of County Road No. 225 (100 foot Right of Way) with the Westerly Right of Way line of SW 87th Avenue (33 foot Right of Way) (County Maintained Graded Road); thence on said Westerly Right of Way line, S 04°53'41" E, a distance of 75.00 feet; thence departing said Westerly Right of Way line, N 41°36'59" W, a distance of 120.23 feet to a point on the aforesaid Southerly Right of Way line of County Road No. 225, thence on said Southerly Right of Way line S 78°20'18" E, a distance of 75.00 feet to the Point of Beginning.

(Continued On Following Page)

Exhibit D

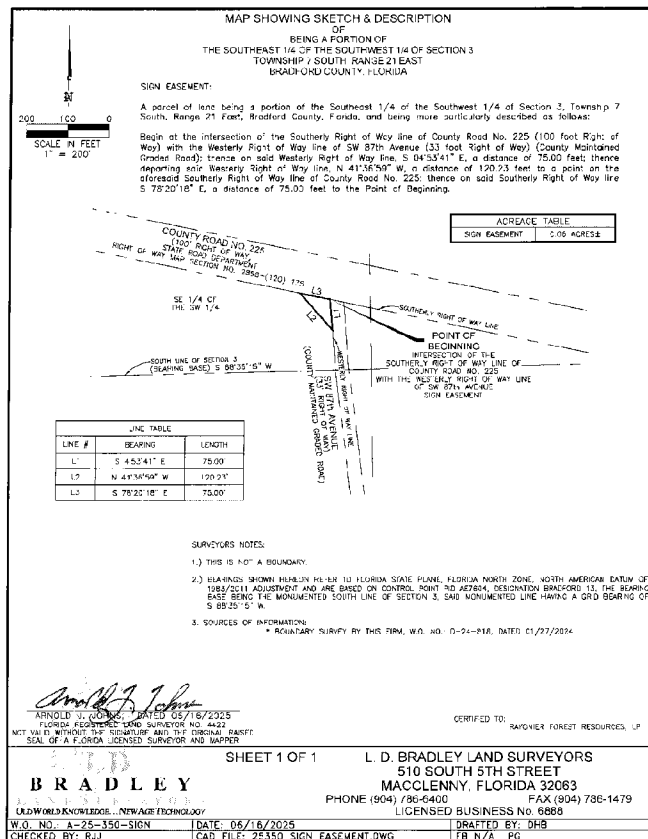


Exhibit D