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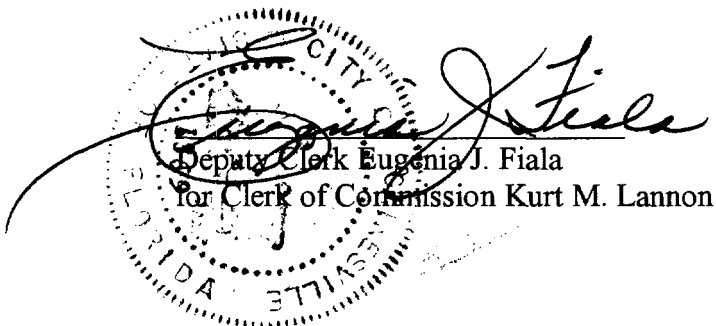
City of Gainesville

State of Florida

County of Alachua

I, the duly appointed and qualified Clerk of the Commission of the City of Gainesville, Florida, a municipal corporation, do hereby certify that the foregoing is a true and correct copy of **Resolution No. 020747** which was duly and regularly adopted by the City Commission of the City of Gainesville, Florida at a City Commission Meeting on **January 13, 2003**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Gainesville, Florida, this **13th** day of **February**, A.D., **2003**.



Deputy Clerk Eugenia J. Fiala
for Clerk of Commission Kurt M. Lannon

Please Return to: Marion J. Radson
City Attorney
P.O. Box 1110
Gainesville, FL 32602

RESOLUTION NO. 020747

PASSED: January 13, 2003

A Resolution of the City Commission of the City of Gainesville, Florida, amending Resolution No. 961032 that adopted the Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Units 1 and II, located in the City of Gainesville, Alachua County, Florida; providing directions to the Clerk; and providing an immediate effective date.

WHEREAS, the City of Gainesville is the owner of real property in the area commonly known as the Airport Industrial Park: Unit I, Unit II, and Unit III (the "Airport Industrial Park"); as more particularly described herein; and

WHEREAS, the City Commission desires to develop a high quality light industrial and business park on the Airport Industrial Park, and to provide for the maintenance, preservation, control and proper development, including, without limitation, provisions for the physical appearance and compatibility of individual building sites and improvements constructed thereon; and

WHEREAS, the City Commission deems it desirable to protect the owners of building sites within the Airport Industrial Park against improper development and use of surrounding sites and buildings that would impair or depreciate the value thereof; and

WHEREAS, the City Commission desires to provide adequate setbacks, signage controls, landscaped areas, off-street parking and loading facilities in order to promote the general welfare of the Airport Industrial Park; and

1 **WHEREAS**, the Gainesville City Commission on October 14, 1996, adopted Resolution
2 No. 960480, which adopted the Declaration of Protective Covenants and Restrictions for the
3 Airport Industrial Park: Unit I; and

4 **WHEREAS**, the Gainesville City Commission on April 14, 1997, adopted Resolution
5 No. 961032, which adopted the Amended Declaration of Protective Covenants and Restrictions
6 for the Airport Industrial Park: Unit I and Unit II located in the City of Gainesville, Alachua
7 County, Florida; and

8 **WHEREAS**, on April 27, 1998, the City Commission adopted Resolution 971120,
9 approving the addition of Unit III to the Airport Industrial Park and subjecting Unit III to the
10 Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park,
11 said Notice of Addition recorded in Official Records Book 2166, Page 764 of the Public Records
12 of Alachua County, Florida, and

13 **WHEREAS**, Gainesville City Commission is desirous of amending the Amended
14 Declaration of Protective Covenants and Restrictions for the Airport Industrial Park and to apply
15 them to the Airport Industrial Park: Unit 1, Unit II, and Unit III; and

16 **WHEREAS**, the Gainesville City Commission desires to subject the Airport Industrial
17 Park to the covenants, restrictions, easements, agreements, charges and liens hereinafter set
18 forth, each of which is for the protection and benefit of the Airport Industrial Park and for the
19 benefit of all subsequent owners of any part of the Airport Industrial Park and shall inure to the
20 benefit of and run with the title to the lots of the Airport Industrial Park; and

21 **WHEREAS**, Gainesville-Alachua County Regional Airport Authority has approved the
22 Second Amended and Restated Declaration of Protective Covenants and Restrictions for the

Airport Industrial Park: Unit I, Unit II, and Unit III, at its regular meeting held on August 15, 2002, and recommends the City Commission adopt the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA; that:

Section 1. Resolution No. 961032 that adopted the Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I and Unit II, is amended by adopting the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, attached hereto as Exhibit "A" and made a part hereof as if set forth in full, on the following described property lying and being in the City of Gainesville, Alachua County, Florida:

Lots 1 through 7 inclusive (excluding Lots 8 through 10 inclusive) of the Airport Industrial Park: Unit I, as recorded in Plat Book Q, Pages 31 and 32, Public Records of Alachua County, Florida.

Lots 12, 13 and 14 inclusive (excluding Lot 11) of the Airport Industrial Park: Unit II, as recorded in Plat Book T, Page 37, Public Records of Alachua County, Florida.

Lots 20 through 23 of the Airport Industrial Park: Unit III, as recorded in Plat Book T, Page 88, Public Records of Alachua County, Florida.

Section 2. The Seconded Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, Located in the City of Gainesville, Alachua County, Florida, is intended to, and shall, supersede and replace in its entirety the Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park:

Unit I and Unit II, recorded in Official Records Book 2107, Page 2049, of the Public Records of Alachua County, Florida, and Notice of Addition of Airport Industrial Park: Unit III, recorded in Official Records Book 2166, Page 764, of the Public Records of Alachua County, Florida.

Section 3. The Clerk of the Commission is directed to record this Resolution in the Public Records of Alachua County, Florida. The Clerk of the Commission is further directed to record the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, Located in the City of Gainesville, Alachua County, Florida.

Section 4. Thomas D. Bussing, Mayor, is hereby authorized and directed to execute the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, Located in the City of Gainesville, Alachua County, Florida, on behalf of the City of Gainesville and Kurt M. Lannon, Clerk of the Commission, is hereby authorized and directed to impress the official seal of the City of Gainesville and to attest said execution.

Section 5. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of January, 2003.

ATTEST:


KURT LANNON,
CLERK OF THE COMMISSION


THOMAS D. BUSSING, MAYOR

APPROVED AS TO FORM AND LEGALITY:


MARION L. RADSON, CITY ATTORNEY

JAN 15 2003

After Recording, please return to

Walter Mathews, IV, Assistant City Attorney
Office of the City Attorney
City of Gainesville
200 East University Avenue, Suite 425
Gainesville, Florida 32602

**SECOND AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE
AIRPORT INDUSTRIAL PARK: UNIT I, UNIT II, AND UNIT III
LOCATED IN THE CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA**

This Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III (hereinafter Restated Declaration) is made this 16th day of January, 2003, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property more particularly described as follows, to wit:

Airport Industrial Park: Unit I - This plat consists of 79.69 acres, as recorded in Plat Book Q, Pages 31 and 32, Public Records of Alachua County, Florida. For the purpose of this Restated Declaration, Unit I consists of Lots 1 through 7 inclusive, but excludes Lots 8 through 10 inclusive.

Airport Industrial Park: Unit II - This plat consists of 33.47 acres, as recorded in Plat Book T, Page 37, Public Records of Alachua County, Florida. For the purpose of this Restated Declaration, Unit II consists of Lots 12, 13, and 14 inclusive, but excludes Lot 11; and

Airport Industrial Park: Unit III - This plat consists of 45.80 acres, as recorded in Plat Book T, Page 88, Public Records of Alachua County, Florida. For the purpose of this Restated Declaration, Unit III consists of Lots 20 through 23.

(The property in Unit I, Unit II and Unit III are hereinafter collectively referred to as the "Property"); and

WHEREAS, the total acreage of the Property is 93.35 acres, less and except all roadways and rights-of-way; and

WHEREAS, the Declarant owns a total of 49.06 acres of Property in Unit I, Unit II and Unit III; and

WHEREAS, Nordstrom, Inc., a corporation of the State of Washington (hereinafter referred to as "Nordstrom"), owns a total of 24.65 acres of Property in Unit III; and

WHEREAS, Declarant and Nordstrom (herein collectively referred to as the "Aggregate Owners") own in the aggregate at least sixty-six and 2/3% (66 2/3%) of the total acreage of the Property (to the nearest one-hundredth of an acre), less and except all roadways and rights-of-way. Thus, pursuant to the Restated Declaration, Aggregate Owners shall have the right to establish and declare such amendments, modifications and supplements to this Restated Declaration, or to rescind this Restated Declaration, as such Aggregate Owners shall from time to time deem to be appropriate and which are in compliance with the restrictions and easements of record and the regulations of all agencies with appropriate governmental jurisdiction.

WHEREAS, This Restated Declaration for the Property is intended to, and shall, supersede and replace in its entirety the Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I and Unit II, recorded in Official Records Book 2107, Page 2049, of the Public Records of Alachua County, Florida and Addition of Airport Industrial Park: Unit III, recorded in Official Records Book 2166, Page 764, of the Public Records of Alachua County, Florida; and

WHEREAS, Declarant desires to develop a high quality light industrial and business park on the Property presently known as Airport Industrial Park; Unit I, Airport Industrial Park; Unit II, and Airport Industrial Park Unit III, and to provide for the maintenance, preservation, control and proper development of the Property, including, without limitation, provisions for the physical appearance and compatibility of individual building sites and improvements constructed thereon; and

WHEREAS, Declarant deems it desirable to protect the owners of building sites within the real property against improper development and use of surrounding sites and buildings as would impair or depreciate the value thereof; and

WHEREAS, Declarant desires to provide adequate setbacks, signage controls, landscaped areas, off-street parking and loading facilities in order to promote the general welfare of the Property; and

WHEREAS, Declarant desires to subject the Property to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each of which is for the protection and benefit of the Property and for the benefit of all subsequent owners of any part of the

Property and shall inure to the benefit of and run with the title to the Property;

NOW, THEREFORE, Declarant hereby declares that the Property is subjected to this Restated Declaration, and the Property shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Restated Declaration and subject to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth; provided, however, that any portions of the Property which shall hereafter be dedicated to the City of Gainesville, Florida for public right-of-way purposes or other public purposes shall not then be further subject to this Restated Declaration. Every grantee or beneficiary of any interest in any portion of the Property, by acceptance of a deed, lease, or other conveyance or transfer of such interest, whether or not it shall be as expressed in any such deed or other conveyance or transfer and whether or not such grantee or beneficiary shall consent in writing thereto, shall take title to such property subject to this Restated Declaration and to the terms and conditions hereof and shall be deemed to have assented to the terms and conditions hereof, whether or not any reference to this Restated Declaration is contained in the instrument by which such person or entity acquires its interest in any portion of the Property. All development, construction and building on said lots shall be in compliance with the City of Gainesville's Land Development Code, as now enacted or hereafter amended. No construction shall begin unless proper permits have first been obtained from duly authorized officials of agencies with appropriate governmental jurisdiction.

ARTICLE I DEFINITIONS

"Declarant" - for purposes of this instrument shall mean the City of Gainesville, Florida, its successors and assigns unless the context indicates otherwise.

"GACRAA" - shall mean and refer to the Gainesville - Alachua County Regional Airport Authority, created by Chapter 86-469, Special Acts, Laws of Florida 1995, as amended by Chapter 89-433 and 95-457, Special Acts, Laws of Florida.

"Owner" - shall mean any person, or entity, receiving any deed, lease, or other instrument conveying any right, title, or other interest or ownership in the property subject to this Declaration, including heirs, assigns, and all other successors in interest.

"Property" or "Building Sites" - shall mean any portion of the real property, conveyed or leased to an Owner by Declarant or GACRAA, respectively, described as follows:

Lots 1 through 7 inclusive (excluding Lots 8 through 10 inclusive),
of the Airport Industrial Park: Unit I, as recorded in Plat Book Q,
Pages 31 and 32, Public Records of Alachua County, Florida.

Lots 12, 13 and 14 inclusive (excluding Lot 11), of the Airport
Industrial Park: Unit II, as recorded in Plat Book T, Page 37,

Public Records of Alachua County, Florida.

Lots 20 through 23, of the Airport Industrial Park: Unit III, as recorded in Plat Book T, Page 88, Public Records of Alachua County, Florida.

"Restated Declaration" - shall mean this Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, located in the City Of Gainesville, Alachua County, as it may from time to time be amended or supplemented.

"Restrictions" - shall mean the covenants, conditions, and restrictions set forth in the Declaration.

"Land Development Code" - shall mean Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida, or as may be amended from time to time.

ARTICLE II GENERAL CHARACTER AND PURPOSES OF CONDITIONS

Section 2.01. It is the intent of these Protective Covenants to provide conditions, covenants, restrictions, reservations, standards and easements to insure that the Airport Industrial Park will always be maintained as an attractive park-like setting for industry with ample landscaped open areas; attractive high quality structures; proper and desirable uses and appropriate development and improvement of all property; to protect the Owners, lessees and sublessees of property against improper and undesirable use of surrounding property; to protect against depreciation in value of property, to guard against erection of structures built of improper or unsuitable materials or design, to encourage the erection of attractive improvements with appropriate locations; to prevent haphazard and inharmonious improvement of property; and to provide generally a quality development.

ARTICLE III PERMITTED AND PROHIBITED USES AND ACTIVITIES

Section 3.01. The Property shall be used solely for the purposes of light industrial development, offices, research, display, warehousing, distribution, laboratories, assembly and processing, jobbing, wholesaling and other uses normally associated with the light manufacturing, assembly and distribution found in a high quality light industrial or business park. All uses shall additionally comply with the regulations of all agencies with appropriate governmental jurisdiction. If such permitted uses of this Declaration are inconsistent with the Declarant's Land Development Code, the standards herein contained shall be deemed cumulative and in addition to said Land Development Code, and not in lieu of any such regulations.

Section 3.02. Prohibited Uses and Activities. No noxious or offensive trades, services or

activities shall be conducted on the Property or any portion thereof that may be or become a public nuisance or annoyance to GACRAA, the City of Gainesville, or other Owners of any portion of the Property by reason of excessive emission of odors, fumes, smoke, vibrations, dust, glare, wastes or noise. No air pollutant or odorous matter shall be discharged or emitted into the atmosphere from any source in such quantities as to be readily detectable at any point beyond the individual tract or lot line to produce a public nuisance or health hazard. Any condition or operation that results in the creation of odors or air pollution of such intensity and character is prohibited.

Notwithstanding any provision set forth in any law, ordinance or regulation, the use of any portion of said property for any of the following purposes is expressly prohibited: rendering plants, poultry processing plants, junk yards, chemical producing or manufacturing plants, cement plants, heavy manufacturing purposes, foundries or any other industry or business which is or becomes a nuisance by reason of the excessive emission of smoke, dust, noise, glare, odor, fumes or vibrations.

Section 3.03. Temporary offices, storage sheds, trailers, barricades, fences, and the like will be permitted as necessary during the construction period of a permanent building.

Section 3.04. All areas which involve the use and/or storage of flammable or explosive material shall be adequately provided with safety and fire-fighting devices as required by regulations of all agencies with appropriate governmental jurisdiction. No use or storage of flammable and/or explosive material which increases the insurance rates of adjoining property shall be permitted.

Section 3.05. Handling and disposing of hazardous materials and solid wastes shall be in conformance with all applicable federal, state or local laws, ordinances, rules or regulations, now or hereinafter in effect. The term "hazardous materials" includes but is not limited to materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws, or as "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act or similar state laws. Hazardous materials include but are not limited to solid, semi-solid, liquid or gaseous substances that are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, other animal, or plant health and well-being. Examples of hazardous waste include paints, solvents, chemicals, petroleum products, batteries, transformers and other discarded man-made materials.

Section 3.06. It is expressly announced that Declarant has and maintains underground water well fields in the general area of the property described in this Declaration, which well fields are vital and necessary for the supply of water to the community and citizens of Alachua County. No use of the property shall be conducted which in any way would cause pollution or in any other manner cause contamination of this underground water supply.

ARTICLE IV PLAN REVIEW AND WAIVER

Section 4.01. No building, structure or other improvement shall be erected, placed, or altered on

any building site until the building or other improvement plans, specifications and site plan showing the location of such building or improvements on the particular building site have been submitted to and approved in accordance with the City of Gainesville's Land Development Code. Additionally, prior to the issuance of any development order, GACRAA shall have the right to review and comment on any plans submitted to the Declarant as relates to compliance with this Declaration.

Section 4.02. GACRAA shall have the right to waive or vary the Restrictions in particular respects whenever in its opinion such waiver or variance will not be detrimental to the intent and purpose of this Declaration. In reviewing an application for waiver or variance GACRAA shall apply the following criteria, as applicable:

- (a) Conformity and harmony of external design with existing or other proposed structures upon the Property and upon adjacent properties and uses;
- (b) The location of the improvements on the building site and the location of any building improvement on adjacent properties;
- (c) The effect of the anticipated use thereof upon adjacent structures, uses and operations;
- (d) The location of any proposed improvements, buildings or structures with respect to the topography, grade and finished ground elevation of the Property and adjacent properties; and
- (e) The general purpose and effect of the standards provided in this Declaration; provided, however, that GACRAA shall not be liable for damages by reason of mistaken judgment or negligence of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such waiver or variance.

Section 4.03. All improvements upon the Property shall be constructed in conformity with the regulatory requirements of all agencies with appropriate governmental jurisdiction.

Section 4.04. All construction work shall, upon approval by Declarant of the plans therefore, be commenced and completed with due diligence and dispatch, and upon completion the site shall be fully landscaped as provided in such plans.

Section 4.05. The terms and conditions of this ARTICLE IV, and all approval rights contained herein, shall remain in full force and effect notwithstanding the loss, damage or destruction, by whatever cause, of all or any portion of the improvements constructed in accordance with this ARTICLE IV. Any subsequent reconstruction, renovation, refurbishing or rebuilding of any such loss, damaged or destroyed improvements shall be performed and completed in accordance with the terms of this Declaration, including, without limitation, the terms and conditions of this ARTICLE IV.

**ARTICLE V
SETBACKS AND BUILDING TO LAND RATIOS**

Section 5.01. Minimum Setbacks

Buildings:

- a. From public street: Fifty (50) feet
- b. From side interior property line: Twenty (20) feet
- c. From rear property line: Ten (10) feet

Parking areas or Internal private Driveways:

- a. Ten (10) feet from any property line

Section 5.02. No loading docks shall face any public street unless said loading dock is screened or bermed to insure that said loading dock is not visible from the public street. Owners should minimize visibility of loading docks from any public street by using appropriate landscape buffers.

Section 5.03. Only driveways, parking spaces and landscaped areas shall be permitted in the area between building structures and the front property line.

Section 5.04. No building or other structure shall be constructed which will cover more than sixty percent (60%) of the total land area of a building site. Parking and building area together may not exceed seventy percent (70%) of the total land area of the site.

**ARTICLE VI
BUILDINGS, MATERIALS AND CONSTRUCTION**

Section 6.01. N.E. 49th Avenue - Exterior of any building facing NE 49th Road shall be of face brick, common brick, stone, split-face concrete block, exposed aggregate concrete, tilt-up concrete, glass, or any combination thereof. When expansion of the building is programmed to occur within four years of the original construction, or each subsequent expansion, the proposed expansion wall of the building can temporarily be constructed of steel building products. However, these steel building products shall be replaced by the materials hereinabove set forth within four years of the original construction if no expansion occurs.

Section 6.02. N.E. 40th Terrace and N.E. 49th Terrace - In addition to the exterior building materials provided in Section 6.01 above, insulated steel panels can be utilized as a building product

on facilities which have access to and from NE 40th Terrace and NE 49th Terrace.

Section 6.03. Colors and textures of exterior building structures shall be harmonious and compatible with the colors of other buildings within the Property, subject to the approval of the Declarant's appropriate reviewing body.

Section 6.04. All exterior surfaces shall have a finished treatment. The use of two or more colors is strongly encouraged to enhance the building exterior and to create design accents. Building and architectural details (including flashing and down spouts) shall have a color that compliments or accents the main building.

Section 6.05. The use of fascias, canopies, and other multi-dimensional exterior features is encouraged in order to break up large, uniform wall surfaces. Such features should be in proportion to the wall heights and building mass.

Section 6.06. A parapet, fascia, or comparable architectural detail shall be provided to screen pitched roofs, roof-mounted utilities, and varying roof lines.

Section 6.07. The principal building on any lot shall cover a minimum ground area of ten thousand (10,000) square feet.

Section 6.08. All buildings shall be constructed in such a way as to be expandable, to the maximum building size permitted for the lot unless prohibitive due to restrictive easements or excessive topography.

Section 6.09. All utility service lines shall be underground. Service lines that must cross the right-of-way shall be perpendicular and shall be constructed by jack and bore.

ARTICLE VII PARKING

Section 7.01. Parking on public right-of-way or on any public roadway is not permitted.

Section 7.02. Parking spaces, truck docks and curb cuts shall be so located that there shall be no maneuvering in any adjacent street or right-of-way. Driveways, parking areas and loading spaces shall be paved with concrete or asphalt and shall be curbed and guttered.

ARTICLE VIII GRADING AND LANDSCAPING

Section 8.01. All open areas on any property not used for building, structures, parking, access roads and loading areas shall be suitably graded and drained and shall be seeded and maintained in

grass, and shall be further landscaped with trees and shrubs so as to provide a park-like setting.

Section 8.02. Materials resulting from clearing, grubbing and demolition operations and all other debris shall be promptly removed from the property.

Section 8.03. A development shall not adversely affect the developed or undeveloped neighboring property. Finished grading shall be such as to prevent ponding of water on the site and on adjacent property. Stormwater runoff is to be controlled and directed to the existing stormwater system.

ARTICLE IX SIGNAGE AND LIGHTING

Section 9.01. No sign shall be installed by an Owner on a building or building site within the Property until plans for said sign are approved and the appropriate permit is issued by the Declarant.

Section 9.02. Signs shall be internally illuminated or by exterior shielded spot lighting.

Section 9.03. Signs shall not be illuminated by exposed tubes, bulbs or similar light sources, nor may they be of the rotating, flashing, blinking, fluctuating, portable or other animated type signage.

Section 9.04. All exterior signage and lighting shall be installed and operated so as to prevent any nuisance to adjoining properties, nearby buildings, or to traffic upon any public street or to aircraft in flight.

ARTICLE X STORAGE AREAS, SCREENING AND FENCING

Section 10.01. Garbage and refuse containers shall be concealed and contained within the buildings or shall be concealed and contained by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as to not attract attention, and shall be located in the most inconspicuous manner possible. No materials, supplies or equipment shall be stored in any area on a building site except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring building sites, common areas or public streets.

Section 10.02. Declarant's appropriate reviewing body may require barrier screening if suitable to screen the developing property from neighboring properties or public streets. The use of fencing along the entire perimeter of a lot is not permitted.

Section 10.03. All roof-mounted mechanical equipment, utility installations, duct work, radar

equipment, radio or television antenna, satellite dish, or any other devices which project vertically more than 1 1/2 feet above the roof or roof parapet shall be screened by a solid visual barrier which is detailed consistent with the building.

ARTICLE XI SITE AND BUILDING MAINTENANCE, LIENS

Section 11.01. Every Owner of a developed site within the Property shall maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair, and said Owner shall keep such premises planted, the lawns cut, shrubbery trimmed, windows cleaned and glazed and otherwise maintain such sites in an aesthetically pleasing manner. All areas upon any such site shall be free at all times from debris, papers, excessive leaves, branches and trash of all kinds. Any structure, landscaping, driveway or parking lot in any site within the Property which is damaged by the elements, vehicles, fire or any other cause either:

- (a) Shall be repaired by the Owner of such site as promptly as the extent of damage will permit, or
- (b) Shall be removed by the Owner of such site so as to maintain an aesthetically pleasing appearance.

Any building or structure located upon any site within the Property, which should become vacant for any reason shall be locked and completely secured in order to prevent the entrance therein by unauthorized persons.

Section 11.02. Upon notification by Declarant or GACRAA to any Owner of any site within the Property that said building or site occupied or owned by such party does not conform with the requirements of this Declaration, such person or entity shall, within 5 business days after written notice for the grounds maintenance, and within fifteen (15) working days for building repair and maintenance, cause such site or building to conform with the requirements of this Declaration. In the event of noncompliance, Declarant or GACRAA may cause such building or site to conform herewith at the expense of the Owner of said property, and any monies expended by Declarant or GACRAA in so doing shall be:

- (a) The personal obligation of the Owner of said building site within the Property at the time when the expenses are incurred by Declarant or GACRAA, and
- (b) A charge and continuing lien on the building site in question against which each such expense is made.

Any monies expended by Declarant or GACRAA shall bear interest from date of disbursement until paid at the highest rate allowed by law and shall be paid by such owner or tenant to Declarant or

GACRAA within fifteen (15) days after receipt of notice of the amount due. If such Owner shall fail to reimburse the entity performing the work or Declarant or GACRAA, said amount and interest thereon shall constitute a lien upon the Property enforceable as any other lien upon the recordation by Declarant or GACRAA or its agent of a claim of lien setting forth the amount due, a description of the Property intended to be encumbered and referring to the terms of this Section. Said lien shall also secure all cost of collection, including, without limitation, court costs and attorneys' fees (including costs and fees upon appeal). Said lien may be foreclosed in the same manner as a mortgage upon real estate, or Declarant or GACRAA, without waiving the right of foreclosure, may pursue collection directly against the affected Owner. Notwithstanding the foregoing, said lien shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by County or State Governments or any political subdivision or special district thereof and (b) all liens, including but not limited to, mortgages and other security instruments which secure any loan for any part of the purchase price of the Property and/or improvements placed thereon filed for record prior to the date when such amounts become due and payable. No foreclosure shall free any Property from the liens thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed be extinguished by any foreclosure.

ARTICLE XII RIGHT OF REPURCHASE

Section 12.01. If after the expiration of two years from date of execution of a deed of conveyance or other instrument conveying title from Declarant to an Owner, the Owner shall have failed to commence a building or structure on the property conveyed, required to be constructed as a condition of the sale agreement between Declarant and Owner, then title to said property conveyed shall revert back to the Declarant, unless time for commencement of said building or structure is otherwise extended by Declarant.

- (a) Said reverter shall be accomplished upon the adoption of a resolution of the Declarant declaring that the subject property has reverted to Declarant by reasons of the failure of the particular Owner to complete construction of the required building or structure within the required time limit.
- (b) Declarant shall further, within 45 days of the adoption of said resolution, tender to Owner (or his successors in interests, assigns, etc.) a check in an amount equal to the purchase price paid to the Declarant by the Owner for the subject property, less any real estate commission paid by Declarant resulting from the sale to Owner, and less any credits or refunds paid to Owner by the Declarant. Said check shall be made payable and tendered directly or by mail to the last known address of the owner of record of the subject property as of the date of tender, and the fact of such tender shall be set forth in the resolution required in (a) above.
- (c) a copy of said resolution, which shall contain the legal description of the reverted

property, shall within 10 days after passage thereof be recorded upon the public records of Alachua County, Florida, and upon recording shall constitute prima facie evidence of the reversion of said property to Declarant.

Declarant may by appropriate resolution extend the aforesaid 2-year time limitation if in its discretion good cause therefore is shown by Owner.

Once having commenced construction, an Owner shall diligently proceed to complete such construction without delay.

Prior to construction and completion of the initial building and improvements, required herein and as approved by the Declarant, the property shall not be leased, sold, conveyed or otherwise transferred to any third party, and Owner hereby and by acceptance of deed agrees that no lease, sale, transfer or other conveyance shall be agreed to or consummated prior to completion of said building improvements, except that the property, with clear title thereto, may be returned to Declarant for refund in an amount equal to the purchase price paid the Owner less any real estate commissions paid by Declarant, and less any credits or refunds paid to Owner by the Declarant.

ARTICLE XIII DIVISION OF LOTS

Section 13.01. Property may be further divided or subdivided, provided, however, Owner by acceptance of any deed or conveyance agrees not to divide, subdivide, sell, convey, or lease the property or any part thereof, in lesser size than 2 contiguous acres. Nothing herein contained shall be deemed to prohibit the consolidation of two or more lots into a larger building site under one ownership

ARTICLE XIV DURATION OF RESTRICTIONS

Section 14.01. The Restrictions of this Declaration shall run with the title to and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, GACRAA, or the Owner of any portion of the Property, or the respective legal representatives, heirs, successors and assigns thereof, for a period of twenty (20) years from the date of recordation of this Declaration in the Circuit Court Clerk of Alachua County, Florida. Upon the expiration of said 20-year period, this Declaration shall be automatically renewed and extended, as permitted by the laws of the State of Florida, for successive renewal periods of ten (10) years each unless expressly terminated by an instrument executed by Declarant or its successors in interest and duly recorded in the aforesaid Records of Alachua County, Florida.

**ARTICLE XV
ENFORCEMENT OF RESTRICTIONS**

Section 15.01. Enforcement of the Restrictions contained herein and of any other provisions hereof shall be effected, at the election of the party seeking enforcement thereof, by

- (a) Proceedings at law against any person or persons violating or attempting to violate such covenants, restrictions or provisions, or
- (b) Injunction or restraining order in equity to enforce compliance herewith, or
- (c) Suit for damages, or
- (d) By an appropriate proceeding at law or in equity against the land or the owner or occupant thereof to enforce any lien, charge or obligation arising by virtue hereof.

The failure of Declarant, GACRAA, or of any Owner to enforce any of said Restrictions when, in its reasonable opinion, such waiver or variance will not be detrimental to the development of the Property as a high quality light industrial and business park, shall in no event be deemed a waiver of its rights to enforce said Restrictions thereafter. All remedies provided in this Declaration, or at law or in equity, shall be cumulative and not exclusive.

**ARTICLE XVI
RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY**

Section 16.01. The Declarant reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinabove described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on the Gainesville Regional Airport.

Section 16.02. Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plats described in the preamble to these restrictions. Within these easements no structure, planting, or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance or operation of utilities whether, without restriction, electric, water, wastewater, gas or telecommunications, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained by the Owner of the lot, except for those improvements for which a public authority or utility is responsible.

Section 16.03. Owners, their successors and assigns, by acceptance of a deed of conveyance,

agree to restrict the height of buildings, structures, objects of nature growth and other obstructions on the property so as to comply with criteria or standards prescribed Federal Aviation Administration (FAA) Regulations, Part 77, or as it may be amended from time to time, and any other lawful authority having such jurisdiction over the property, and shall prevent any use of the property which would interfere with or adversely affect the landing or takeoff of aircraft at the Gainesville Regional Airport or interfere with air navigation or communication facilities serving the Gainesville Regional Airport, or otherwise constitute an airport hazard, or interfere with the operation or maintenance of the Gainesville Regional Airport, or shall in any way be in violation of or inconsistent with prevailing FAA regulations or other easements or restrictions of record.

Section 16.04. Nothing contained herein or in any conveyance deed or plat shall be construed to be a conveyance to an Owner of any right to property located in any public right-of-way, street or service road, or any other right-of-way property owned by the Declarant.

ARTICLE XVII AMENDMENTS AND RESCISSION

Section 17.01. Owners, including Declarant and GACRAA, owning in the aggregate at least sixty-six and 2/3% (66 2/3%) of the total acreage of the Property (to the nearest one-hundredth of an acre), less and except all roadways and rights-of-way, shall have the right to establish and declare such amendments, modifications and supplements to this Declaration, or to rescind this Declaration, as such Owners shall from time to time deem to be appropriate and which are in compliance with the restrictions and easements of record and the regulations of all agencies with appropriate governmental jurisdiction. Any amendment, modification, supplement or rescission of this Declaration shall be evidenced by the recording of an appropriate instrument in the Public Records of Alachua County, Florida, which instrument

- (a) Shall be executed with the same formalities as are required for the execution of a deed;
- (b) Shall be signed by the owners of at least sixty-six and 2/3 percent (66 2/3%) of the total acreage of the Property, less and except all roadways and rights-of-way;
- (c) Shall set forth therein the total acreage of land owned by each signatory of said instrument; and
- (d) Shall set forth therein the total acreage of the Property less and except all roadways and rights-of-way.

Any Owner of a site within the Property may assign to any other Owner, or to any lessee of an owner under a lease, the right hereinabove granted to amend, modify, supplement or rescind, in conjunction with other Owners, this Declaration; provided, however, that each and every such assignment shall be evidenced by an appropriate written instrument recorded in the Public Records of Alachua

County, Florida. Declarant may at any time or from time to time, during the pendency of these restrictions, add to the property which is covered by this declaration, upon the recording of a Notice of Addition to said Industrial Park and specifically setting forth and recording on the Public Records of Alachua County, Florida, a notice of intent to add such territory and that such added territory shall be subject to these declarations and covenants.

Thereafter, the Restrictions set forth herein shall apply to the added land in the same manner as if such added lands were originally covered by this declaration and, thereafter, the rights, powers and responsibilities of the parties to this declaration in respect to the added land shall be the same as with respect to the original and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of parcels within the added land shall be the same as in the case of the original land.

ARTICLE XVIII SUPPLEMENTAL RESTRICTIONS

Section 18.01. The Declarant may place additional restrictions and protective covenants against building sites within the Property, which additional restrictions and protective covenants shall be supplemental to this Declaration and not in derogation hereof.

ARTICLE XIX EFFECT OF INVALIDATION

Section 19.01. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not effect the validity of the remaining provisions of this Declaration, and all covenants, restrictions, easements, agreements, charges and liens contained herein shall be deemed to be severable each from the other without qualification.

ARTICLE XX HEADINGS

Section 20.01. Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or Section to which they refer.

IN WITNESS WHEREOF, Declarant has caused this document to be executed in its behalf by its Mayor-Commissioner and its Clerk of the Commission, pursuant to proper Resolution, duly adopted and entered on the minutes of the Gainesville City Commission on this 16th day of

January, 2003
(2003)

Thomas D. Bussing
THOMAS D. BUSSING, MAYOR

ATTEST:

Eugene J. Isola
Clerk of the Commission

Approved as to form and legality:

Watt Mathews
City Attorney

Reviewed and approved by the Gainesville - Alachua County Regional Airport Authority this 13th day of February, 2003.

ATTEST:

P. B.
CHAIR

Janice C. Hornum-Buck
Secretary/Treasurer

Executed this 14 day of November, 2002.

Property Description:

**LOT Thirteen (13), AIRPORT INDUSTRIAL PARK : UNIT II, as per plat thereof
recorded in Plat Book "T", Page 37, of the Public Records of Alachua County, Florida.
Tax Parcel 08162-013-000
6.97 acres**

Signed, sealed and delivered in the presence of:

**FLORIDA FOOD SERVICE, INC.,
a Florida Corporation,**

Sam Bridges

Witness

Print Name: SAM BRIDGES

Marcia Adams

Witness

Print Name: MARCIA ADAMS

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this 14 day of November, 2002,
by Joel S. Islam, who is personally
known to me or has produced _____ as
identification.

Charlene A. Gonzalez
Notary Public, State of Florida

My Commission Expires: _____



Charlene A. Gonzalez
My Commission DD094831
Expires February 24, 2006

Executed this 19th day of November, 2002.

Property Description:

**LOT Fourteen (14), AIRPORT INDUSTRIAL PARK : UNIT II, as per plat thereof recorded in Plat Book "T", Page 37, of the Public Records of Alachua County, Florida.
Tax Parcel 08162-14-000
5.23 acres**

Signed, sealed and delivered in the presence of:

**HEAT-PIPE TECHNOLOGY, INC.,
a Florida Corporation,**

Sheron K. Johnson
Witness

Print Name: SHERON K. JOHNSON

Mindy McBride
Witness

Print Name: MINDY M^CBRIDE

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this 19th day of November, 2002,
by Khaib Dint, who is personally
known to me or has produced _____ as
identification.



Sheron K. Johnson
Commission #DD153154
Expires: Oct 27, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Sheron K. Johnson
Notary Public, State of Florida

My Commission Expires: _____

Executed this 18th day of November, 2002.

Property Description:

See attached Exhibit "A"

Signed, sealed and delivered in the presence of:

RYDER TRUCK RENTAL, INC
a Florida Corporation

Kimberly Farrington
Witness
Print Name: Kimberly Farrington

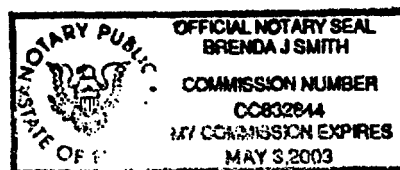
Heather Stevens
Witness
Print Name: Heather Stevens

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18 day of November, 2002,
by Larry Boswell, who is personally
known to me or has produced _____ as
identification.

Brenda J. Smith
Notary Public, State of Florida

My Commission Expires: May 03, 2003



Executed this 18th day of December, 2002.

Property Description:

**LOT Twenty-Three (23), AIRPORT INDUSTRIAL PARK: UNIT III, as per plat thereof recorded in Plat Book "T", Page 88, of the Public Records of Alachua County, Florida.
Tax Parcel 08162-23-000
24.65 acres**

Signed, sealed and delivered in the presence of:

**NORDSTROM, INC.,
a State of Washington Corporation,**

David L Mackie

Witness

Print Name: Pat Jones

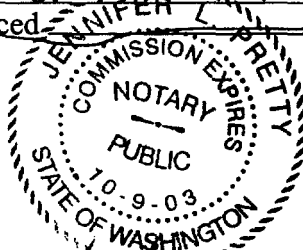
Witness

Print Name: Kickie Shimada

STATE OF FLORIDA
COUNTY OF ALACHUA
*

Washington
King

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by DAVID L. MACKIE, who is personally known to me or has produced _____ as identification:



Jennifer L Pugh
Notary Public, State of Florida

My Commission Expires: 10/9/03

Executed this 18 day of November, 2002.

Property Description:

See attached Composite Exhibit "B"

Tax Parcel 08162-011-000

8 acres, more or less

Signed, sealed and delivered in the presence of:

KENNETH O. LESTER COMPANY
a Tennessee Corporation

K. L. Roberts
Witness
Print Name: K. L. Roberts

John E. Wilson President Kenneth O. Lester d/b/a PFC

Cynthia Shivers
Witness
Print Name: Cynthia Shivers

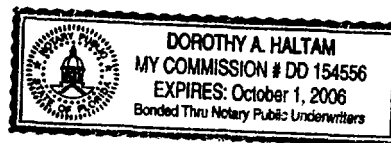
STATE OF FLORIDA
COUNTY OF ALACHUA

*

The foregoing instrument was acknowledged before me this 18th day of November, 2002,
by John E. Wilson, who is personally
known to me or has produced _____ as
identification.

My Commission Expires: Oct. 1, 2006

Dorothy A. Haltam
Notary Public, State of Florida
Dorothy A. Haltam

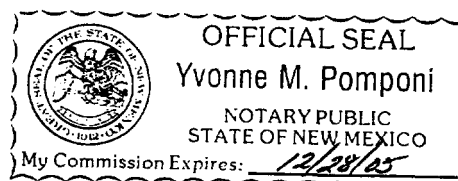


STATE OF NM
COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this 30 day of January, 2003, by **John Lance Berrenberg** as Trustee of the Berrenberg Revocable Trust, who is personally know to me or has produced _____ as identification.

Yvonne M. Pomponi
Notary Public, State of NM

My commission Expires: 12/28/05

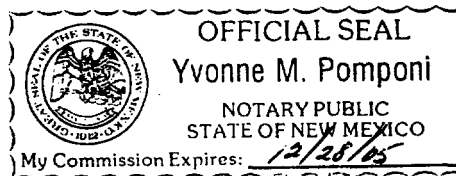


STATE OF NM
COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this 30 day of January, 2003, by **Terri Worrell Berrenberg** as Trustee of the Berrenberg Revocable Trust, who is personally know to me or has produced _____ as identification.

Yvonne M. Pomponi
Notary Public, State of NM

My commission Expires: 12/28/05



Executed this 30 day of January, 2003.

Property Description:

**Lot Seven-A (7A), AIRPORT INDUSTRIAL PARK: UNIT I, as per plat thereof recorded in Plat Book "Q", Pages 31 and 32, of the Public Records of Alachua County, Florida.
Tax Parcel 08162-007-001
3.05 acres**

Signed, sealed and delivered in the presence of:

Berrenberg Revocable Trust

Wonne M. Pomponi
Witness
Print Name: WONNE M. POMPONI

Patricia Kiriacon
Witness
Print Name: PATRICIA KIRIACON

Witness
Print Name: _____

Witness
Print Name: _____

John Lance Berrenberg
John Lance Berrenberg, Trustee

Terri Worrell Berrenberg
Terri Worrell Berrenberg, Trustee

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 24 NORTH $89^{\circ}18'20''$ EAST A DISTANCE OF 1986.00 FEET TO A FOUND 4"X4" CONCRETE MONUMENT MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 480.00 FEET, A DELTA OF $37^{\circ}57'25''$, AND A CHORD BEARING SOUTH $03^{\circ}34'17''$ EAST 312.20 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 317.99 FEET TO A FOUND 4"X4" CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET, A DELTA OF $85^{\circ}49'40''$, AND A CHORD BEARING SOUTH $20^{\circ}22'16''$ WEST 68.09 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 74.90' FEET TO A FOUND 4"X4" CONCRETE MONUMENT (#3524) MARKING THE NORTH RIGHT-OF-WAY LINE OF NORTHEAST 49TH AVENUE (80 FOOT RIGHT-OF-WAY), THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH $63^{\circ}17'06''$ EAST A DISTANCE OF 645.97 FEET TO A FOUND 4"X4" CONCRETE MONUMENT (#3524), THENCE SOUTH $30^{\circ}06'54''$ WEST A DISTANCE OF 581.52 FEET TO A FOUND 4"X4" CONCRETE MONUMENT (#3524), THENCE NORTH $59^{\circ}53'06''$ EAST A DISTANCE OF 425.58 TO A SET 5/8" REBAR & CAP (#3524) MARKING THE POINT OF BEGINNING, THENCE CONTINUE NORTH $59^{\circ}53'06''$ EAST A DISTANCE OF 462.47 FEET TO A FOUND 4"x4" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF NORTHEAST 52ND DRIVE (80 FOOT RIGHT-OF-WAY), THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH $30^{\circ}06'54''$ WEST A DISTANCE OF 186.28 FEET TO A SET 5/8" REBAR AND CAP (#3524) MARKING THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 20 EAST, THENCE ALONG SAID NORTH LINE SOUTH $89^{\circ}18'20''$ WEST A DISTANCE OF 530.95 FEET TO A SET 5/8" REBAR AND CAP (#3524) MARKING THE INTERSECTION OF SAID NORTH LINE WITH THE WEST LINE OF LOT 21 OF THE AIRPORT INDUSTRIAL PARK, UNIT III, THENCE ALONG SAID WEST LINE SOUTH $30^{\circ}06'54''$ EAST A DISTANCE OF 447.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.36 ACRES MORE OR LESS.

EXHIBIT

A

A parcel of land located in the North one-half of Section 23, Township 9 South, Range 20 East, Alachua County, Florida, being bounded on the West by Waldo Road, bounded on the North by the North line of Section 23, bounded on the East by NE 46th Drive and bounded on the South by the North line of the Fabco Air property as per Official Record Book 647, page 409, and the Maris Distributing Company as per Official Record Book 660, page 418, containing approximately 13.3 acres.

Less a stormwater detention area to be determined by the City of Gainesville located in the Southwest corner of this parcel of approximately 3.3 acres.



DESCRIPTION AS PREPARED BY THIS FIRM:

A PARCEL OF LAND LOCATED IN THE NORTH ONE HALF OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"x4" CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 23, S 88°59'23" W A DISTANCE OF 371.77 FEET TO A SET 5/8" REBAR AND CAP (#3524) MARKING THE EAST RIGHT-OF-WAY LINE OF N.E. 40th TERRACE (RIGHT-OF-WAY VARIES); THENCE ALONG SAID NORTH LINE OF SECTION 23, S 89°04'11" W A DISTANCE OF 78.80 FEET TO A SET 5/8" REBAR AND CAP (#3524) MARKING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE S 89°01'24" W A DISTANCE OF 731.00 FEET TO A SET 5/8" REBAR AND CAP (#3524); THENCE S 01°03'45" E A DISTANCE OF 651.34 FEET TO A SET 5/8" REBAR AND CAP (#3524); THENCE N 86°00'46" E A DISTANCE OF 6.45 FEET TO A FOUND 4"x4" CONCRETE MONUMENT; THENCE N 89°09'04" E A DISTANCE OF 41.94 FEET TO FOUND 4"x4" CONCRETE MONUMENT; THENCE N 89°31'46" E A DISTANCE OF 430.33 FEET TO A FOUND 4"x4" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF N.E. 40th TERRACE (RIGHT-OF-WAY VARIES) AND ALSO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A DELTA OF 24°21'07" A RADIUS OF 626.90 FEET AND A CHORD BEARING N 12°24'10" EAST 264.44 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 266.44 FEET TO A SET 5/8" REBAR AND CAP (#3524); THENCE N 24°34'43" E A DISTANCE OF 440.75 FEET TO THE POINT OF BEGINNING, CONTAINING 8.73 ACRES MORE OR LESS.

Legal Description
Parcel B-2

A portion of Section 23, Township 9 South, Range 20 East, City of Gainesville, Alachua County, Florida; being more particularly described as follows:

Commence at the southeast corner of Lot 11 of Airport Industrial Park, Unit II as per plat thereof recorded in Plat Book "T", page 37 of the Public Records of Alachua County, Florida and run thence South $24^{\circ}34'43''$ West, along the northwesterly right-of-way line of NE 40th Terrace (80' R/W), a distance of 371.84 feet to the POINT OF BEGINNING; thence continue South $24^{\circ}34'43''$ West along said northwesterly right-of-way line, 68.91 feet to the beginning of a curve, concave southeasterly, having a radius of 626.90 feet; thence southwesterly, along said right-of-way line and along the arc of said curve, through a central angle of $24^{\circ}21'07''$, an arc distance of 266.44 feet, said arc being subtended by a chord having a bearing and distance of South $12^{\circ}24'10''$ West, 264.44 feet; thence South $89^{\circ}31'46''$ West, 430.33 feet; thence South $89^{\circ}09'04''$ West, 41.94 feet; thence South $86^{\circ}00'46''$ West, 6.45 feet to a point on the east boundary of a drainage right-of-way as shown on said plat of Airport Industrial Park Unit II; thence North $01^{\circ}03'45''$ West, along said east boundary, 315.87 feet; thence North $89^{\circ}01'24''$ East, parallel to the south boundary of said Lot 11, a distance of 570.09 feet to the POINT OF BEGINNING.

Containing 3.72 acres (162,092 square feet), more or less.