

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of June 19, 2002, by and between Leon County, a political subdivision of the State of Florida (the "County") and H. L. Laird and Margaret L. Hirt (the "Lairds"), James K. Godfrey and Kristin H. Godfrey, his wife (the "Godfreys"), Karen S. Hanson as Trustee of the Arlene L. Carter Revocable Trust Agreement dated May 9, 1994, as Amended (the "Carters"), and the Bradfordville Hunt Club, Inc. (the "Hunt Club"), for their heirs, assigns, lessees, devisees, grantees, and successors (collectively the "Owners" or "Landowners");

WITNESSETH:

WHEREAS, the Owners collectively own that certain real estate more specifically described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof which is hereafter referred to as the "Owners' Property" or the "Property" and which Property is more particularly depicted on that certain map, copy attached hereto marked Exhibit B, which by reference is made a part hereof; and

WHEREAS, the Property described in Exhibit A is located in close proximity and vicinity of the intersection of Bannerman Road and U.S. 319 (Thomasville Road), Leon County, Florida, with all of said property being located adjoining and north of Bannerman Road; and

WHEREAS, all of the Owners have owned their property for more than the last past 15 years and some (the Lairds) have owned all or part of said property for more than 60 years; and

WHEREAS, at the time the Comprehensive Plan was adopted the Owners' Property was zoned Mixed Use A and collectively they were entitled to develop said Property for a substantial amount of commercial space and a substantial amount of office/residential space; and

WHEREAS, in 1997 the Owners' Property was collectively rezoned so that the property owned by the Lairds and Godfreys was designated as Bradfordville Commercial Pedestrian Oriented (BC2), the property owned by the Carters was zoned Bradfordville Commercial Auto Oriented (BC1), and the property owned by the Bradfordville Hunt Club was zoned BC-1, and under these zonings each of these properties could be used for commercial and office/residential uses; and

WHEREAS, the Owners' Property is bounded on the south by a four-lane major collector highway with high volume traffic known as Bannerman Road, on the east by properties currently utilized for retail, commercial, office and light industrial uses, on the north by properties used for commercial uses and on the west the Property is buffered by a substantial vegetative buffer between the Property and the neighboring residential uses; and

WHEREAS, on July 11, 2000, Leon County adopted Ordinance No. 00-30 and Ordinance No. 00-31 (the Sector Plan), and part of Ordinance No. 00-31 Section 10-959(c)(2)b. of the Sector Plan provides that the Owners' Property can be developed commercially before 2010 only if the Owners build a proposed public roadway that is the subject of this agreement, and the provisions of the Sector Plan also provide that if the public roadway is built, then only 25,000 square feet of the total commercial

development allowed on all of the planned development project can be located on that part designated CMUO-2; and

WHEREAS, even if the Owners were to concede to the requirements of the Sector Plan for donating land and constructing a public roadway in order to obtain commercial uses for their property; nevertheless, as provided by the newly enacted Sector Plan, the efficient use of the Owners' property would be bisected by location of the future public roadway under the terms of the Sector Plan; and

WHEREAS, the Owners have filed a Complaint in the Circuit Court of the Second Judicial Circuit, in and for Leon County, Florida, in Case No. 00-2307, seeking numerous forms of relief which, among other things, seeks to invalidate and otherwise hold the Sector Plan an unconstitutional act and to be declared in violation of the Tallahassee/Leon County Comprehensive Plan; and

WHEREAS, in an effort to resolve the differences between the Owners and Leon County, the Owners have collectively made a conceptual, joint settlement proposal to the County to fully settle all claims of these Owners, as well as provide for conveyance to the County, at no cost to the County, valuable land for the right-of-way of a public road across the Owners' Property to help improve the circulation of traffic in the area and for the construction of a storm water management facility and drainage easements, which proposal and concept the County has found to be acceptable; and

WHEREAS, both parties are desirous of entering into a formal Settlement Agreement setting forth the respective terms of the agreement, including the considerations running to and from each of the parties to the Settlement Agreement and specifying the rights, duties, obligations, benefits and provisions to govern the

development of the Owners' Property, as well as establishment of a public roadway and storm water runoff facility and construction thereof for the benefit of the public and the County; and

WHEREAS, the proposed Settlement Agreement contemplates an amendment to the Sector Plan, County Ordinance No. 00-31, to delete therefrom Section 10-959(c)(2)b.6. and in lieu thereof replace the respective subsections as follows:

6. The proposed commercial development is part of a single, coordinated planned development project, which may be, but is not required to be, bisected by a local or minor collector street and for which the Board finds that:
- a. more than 35 percent of the land area is located in the CO-1 area as designated in the Bradfordville Sector Plan; and
 - b. commercial development on the single coordinated planned development project does not exceed 75,000 square feet or the commercial allowance established in subsection 10-959(c)(2)a.; and
 - c. there is significant community benefit in the form of improved traffic flow within the Bradfordville Commercial Area Overlay.

which amendments, if made, will eliminate the condition that the Owners' Property can be developed commercially only if the Owners donate land and build a public roadway across their property for the benefit of the County and the amendment also will permit the Owners to locate all of the commercial uses to be made on said Property along, fronting and parallel to Bannerman Road; and

WHEREAS, it is understood and agreed by the parties that the County is under no obligation and is not required to amend said Sector Plan as provided hereinabove

and the Owners are not obligated or required to donate any real property to the County or construct any public roadway thereon for the benefit of the County or the public; and

WHEREAS, should the County determine not to amend the Sector Plan as provided herein, then this agreement will be null and void and of no further force and effect; and

WHEREAS, should the County determine that it is in the best interest of the public to amend the Sector Plan as provided hereinabove and such is, in fact, done on or before May 30, 2002, then within ten (10) days thereafter the Owners and the County will enter into a binding agreement as follows, to-wit:

In consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the County and the Owners as follows:

1. Legal and Equitable Ownership of the Property. The real property subject to this agreement shall include the Property described in Exhibit A attached hereto owned by the Owners and as more particularly illustrated on a map attached hereto as Exhibit B. The Owners are the legal and equitable Owners of the Property described in Exhibit A which contains approximately 28 acres.

2. Grant of Right of Way. The Owners shall convey, at no cost to the County, the land necessary for a 60-foot wide right-of-way for a future public roadway running from Bannerman Road in a northerly direction to Kinhega Drive. The center of the point of connection of said proposed public roadway to Bannerman Road shall be the point on the northern right-of-way of Bannerman Road which is in the middle of the

present full median cut provided in the four-laning of Bannerman Road. The northerly connection of said proposed public roadway to Kinhega Drive will be located through mutual agreement between the County and the Owners, taking into account the need for the County to line up the public roadway with the existing public roads to the north of Kinhega Drive and also taking into account the need of the Owners to be able to use their remaining adjoining Property for the uses to be permitted on said Property pursuant to this agreement. The cost of designing, permitting, environmental evaluations and investigations, and the actual construction of the public roadway shall be the obligations and responsibilities of the County to be done all at the County's expense and at no expense to the Owners.

3. Grant of Storm Water Conveyance Easements. The Owners will grant to the County, at no cost to the County, easements to convey the storm water runoff from the proposed public roadway to a proposed storm water retention facility to be located on the Owners' Property. The width and location of the easements will be determined by mutual agreement between the parties, taking into account the topography, elevation, and other natural features of the Owners' Property, as well as the uses to be made by the Owners on their property so as to cause the least inconvenience as reasonably possible and create the least hardship and burden on both parties to this agreement.

4. Grant of Land for Storm Water Management Facility. The Owners will make available, at no cost to the County, such land as is needed for construction of a shared storm water facility to accommodate both the storm water runoff from the Owners' Property, as well as from the proposed public roadway. It is specifically agreed

and understood by the parties that once the storm water facility has been constructed, and assuming it meets all applicable standards for storm water treatment for the entire site after full build-out, including the public roadway, pursuant to Ordinance No. 00-31, then, other than this storm water facility, the Owners will not be required to treat, pretreat, retain, or detain any of their storm water on their remaining adjoining property before conveying the storm water to the storm water facility to be built. It is agreed by the parties hereto that the storm water facility will be designed and constructed to meet the storm water treatment standards provided for in Ordinance No. 00-31.

5. Cost of Surveying, Design, Permitting and Construction. With respect to the cost of surveying, engineering, designing, permitting, and construction of the storm water management facility to be constructed on the Owners' Property, the Owners and the County agree to share proportionately these costs. The proportionate share of each parties' cost will be based on the proportionate share of volume of storm water runoff from each party's property to be treated in the facility coming from both the public roadway which would be the County's property and the Owners' remaining property which would be private storm water runoff. For example, if the County's volume of storm water runoff is 30% of the total volume of runoff from all property to be treated in the facility, the County would pay 30% of the cost.

6. Timing of Performance of Obligations Under this Agreement. The parties agree to perform certain of their respective obligations under this agreement as follows:

(A) The County agrees to take the necessary steps and actions to select and locate by exact metes and bounds description, the proposed public road right-of-way to be donated by the Owners and the related drainage

easements incident to said public roadway; said location to be selected as provided for in this agreement. This selection will be made at the earlier of: (1) when the County determines it is necessary to locate and construct the roadway, or (2) no later than 180 days from the date the Owners file a written request verifying that the Owners need to know the location of such roadway in order to plan for the development of their project. The selection will be made by the County submitting to the Owners for their approval within the time period a metes and bounds survey and map, together with legal description of the public roadway and drainage easements prepared by a Florida licensed and registered surveyor.

(B) Within 45 days after the Owners and the County have agreed on the location of the public roadway and easements, the Owners shall convey to the County, by Warranty Deed, the property for the proposed public road right-of-way, reserving unto the Owners an easement for the use of said public roadway for roadway purposes, as well as ingress and egress to the Owners' remaining, adjoining property. Notwithstanding the foregoing provisions of this paragraph (B), the Owners may delay the conveyance of the road right-of-way for a period up to 3 years from the date of this agreement to provide the Owners now living on said property an opportunity to locate and move to other suitable living facilities and obtain a release of all mortgages on any property subject to this agreement. Said reservation of easement shall also allow and permit the Owners to improve the area to be conveyed to the County for public roadway purposes should they have need to do so prior to the construction of the

permanent public roadway by the County. Should the Owners make use of the public road right-of-way for the Owners' ingress and egress for development prior to construction of the permanent public road by the County, the Owners will not be entitled to claim any damages against the County should it become necessary in the future for the County to disturb or remove all or part of the roadway improvements built by the Owners in the public road right-of-way so long as a means of access is made available during construction by the County to the Owners' remaining property. At the same time as the Owners convey the above-described roadway, the Owners shall also convey to the County non-exclusive, perpetual easements over the areas designated by the County for drainage easements from their proposed public roadway to the proposed holding pond to be constructed on the Owners' property.

(C) The storm water management facility to be constructed on the Owners' property on land to be donated by the Owners shall be designed, built and constructed at one time to accommodate all of the storm water runoff expected to be drained into the pond from the maximum build out of improvements allowed on the Owners' property and the property to be conveyed to the County for a public roadway. The purpose of this provision is to provide for the construction of the ultimate, total holding pond at one time, even though it may be some time later before maximum build out will have occurred and the pond will be operating at its maximum capacity.

The Owners and the County agree that whichever party first has a need and use for the holding pond will be responsible for initially paying for and

preparing and performing all necessary design, engineering and permitting work, as well as construction of the holding pond facility. Thereafter, the other party shall reimburse the constructing party for its pro rata share of construction of the storm water management facility on or before the earlier of (1) the date the other party makes use of or connects to the storm water management facility; or (2) three years from the date a permit is issued by the County for construction of such facility.

In order to adequately and properly design, engineer, and construct the storm water management facility to meet the applicable governmental regulations and standards for storm water runoff, treatment, retention or detention, it will be necessary for each of the parties to this agreement to cooperate with the other. This cooperation includes, but is not limited to supplying facts and other data and information needed about the proposed future uses to be made of the Owners' property and the property on which a public roadway is to be constructed in order to make the necessary calculations for design and construction of the facility. Accordingly, each party agrees to furnish to the other, on an as needed and as requested basis (within 30 days after request), such information, including written information, as may be reasonably requested for this purpose and also including facts and data concerning the amount of impervious surface to be built on the owners' property (not to exceed 40%) and the property on which a public roadway is to be built, in order to make the necessary calculations for design and construction of the facility as may be reasonably requested. In addition, before construction of the storm water

management facility is commenced, each party shall fully review the proposed design and calculations prepared for the construction of the storm water management facility and approve the same before construction can be commenced.

7. Dedication and Maintenance of Drainage Easement and Storm Water Facility. The public roadway drainage easements and storm water facility will be dedicated to the County following the appropriate warranty period and, thereafter, the County will maintain its drainage easements and the entire storm water facility at its cost and expense.

8. Additional Right-of-Way. The County will be fully responsible for obtaining the necessary right-of-way from the northern boundary of the Owners' Property to Kinhega Drive in order to complete acquisition of the right-of-way necessary for construction of the proposed public road.

Miscellaneous Provisions

9. The County will agree that the property to be made available to the County for the public road purposes, as well as the storm water facility, will be acknowledged as a gift to the County in such form as may entitle the Owners to any tax benefits. The County will not be required to guarantee a tax benefit. The County will, however, agree to execute such forms as may be reasonably requested by the Owners in order to file and obtain the benefits for a gift to a public entity.

10. At the County's option, the Owners agree to meet with the County and Killlearn Lakes Homeowners' Association Board of Directors or representative to discuss vegetative buffering along the Owners' north and west property lines.

11. The development rights to which the Owners will be entitled will require a modification to the Sector Plan to permit development to proceed without phasing or allocation pursuant to the commercial development cap as required in the Sector Plan. Such modification shall be requested by the owners and shall be subject to full review and discretionary approval by the Planning Commission and the Board of County Commissioners. If such a modification of the Sector Plan is made, the County shall deduct the number of square feet allocated to the owners from the 350,000 square foot cap, for allocation to remaining uses subject to the cap.

12. The Owners shall dismiss their pending suits with the County; all parties to bear their own costs and attorney's fees.

13. In the event of any litigation involving the terms of this agreement or the duties or obligations of the parties, the prevailing party shall be entitled to recover its costs and expenses, including without limitation, expert fees, consulting fees and all other fees reasonably incurred, and a reasonable attorney's fee in connection therewith, whether incurred in negotiations, preparation of documents, at trial, or on appeal, and whether incurred in the establishment of the amount of fees and costs of the collection thereof.

14. Each of the parties hereto agrees to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to

carry out the intent of this agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this agreement, to coordinate the performance of their respective obligations under the terms of this agreement, to not do anything to hinder or obstruct performance of the other party, and to not knowingly delay unreasonably the performance of the duties assumed under this agreement.

15. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

ATTEST:
Bob Inzer, Clerk
Clerk of Circuit Court
Leon County, Florida



LEON COUNTY, FLORIDA
By: [Signature]

By [Signature]
Deputy Clerk

As its: Chairman of the Board of County Commissioners

APPROVED AS TO FORM:
By: [Signature]
Herbert W. A. Thiele
County Attorney

WITNESSES:

[Signature]
1st WITNESS - SIGNATURE

Mary Anne Russell
1st WITNESS - PRINTED NAME

[Signature]
2nd WITNESS - SIGNATURE

John A. Russell
2nd WITNESS - PRINTED NAME

[Signature]
H. L. LAIRD

Phyllis Godwin
1ST WITNESS - SIGNATURE

PHYLLIS GODWIN
1ST WITNESS - PRINTED NAME

J. Marshall Conrad
2ND WITNESS - SIGNATURE

J. Marshall Conrad
2ND WITNESS - PRINTED NAME

J. Marshall Conrad
1ST WITNESS - SIGNATURE

J. Marshall Conrad
1ST WITNESS - PRINTED NAME

Mary E. Dyal
2ND WITNESS - SIGNATURE

Mary E. Dyal
2ND WITNESS - PRINTED NAME

J. Marshall Conrad
1ST WITNESS - SIGNATURE

J. Marshall Conrad
1ST WITNESS - PRINTED NAME

Mary E. Dyal
2ND WITNESS - SIGNATURE

Mary E. Dyal
2ND WITNESS - PRINTED NAME

Jared Deason
1ST WITNESS - SIGNATURE

Jared Deason
1ST WITNESS - PRINTED NAME

Denise L. Gould
2ND WITNESS - SIGNATURE

Denise L. Gould
2ND WITNESS - PRINTED NAME

Margaret L. Hirt
MARGARET L. HIRT

James K. Godfrey
JAMES K. GODFREY

Kristin H. Godfrey
KRISTIN H. GODFREY

ARLENE L. CARTER REVOCABLE
TRUST AGREEMENT DATED MAY 9,
1994, AS AMENDED

By: Karen S. Hanson
KAREN S. HANSON, Trustee

BRADFORDVILLE HUNT CLUB,
INC.

By: [Signature]
As its: Gen. Partner

Denise L. Gould
1st WITNESS - SIGNATURE
DENISE L. GOULD
1st WITNESS - PRINTED NAME

[Signature]
2nd WITNESS - SIGNATURE
MARK EDWARD ROWLAND
2nd WITNESS - PRINTED NAME

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LEGAL DESCRIPTION ONLY FOR H.L. LAIRD AND MARGARET LAIRD HIRT:

Commence at a concrete monument marking the Northeast corner of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and run thence West along the Section Line 628.98 feet, thence North 14 degrees 30 minutes West 391.0 feet, thence South 37 degrees 07 minutes West 280.0 feet, thence North 52 degrees 53 minutes West 1,381.40 feet to the East boundary of the West Half of the Southwest Quarter of the Southeast Quarter of Section 15; Township 2 North, Range 1 East, Leon County, Florida, thence North 00 degrees 28 minutes East along said East boundary of 324.20 feet to the Northeast corner of the West Half of the Southwest Quarter of the Southeast Quarter of said Section 15, thence North 89 degrees 32 minutes West along the North boundary of the Southwest Quarter of the Southeast Quarter of said Section 15 a distance of 680.0 feet, thence South 00 degrees 28 minutes West along the West boundary of the Southeast Quarter of said Section 15 a distance of 660.0 feet to a permanent reference monument on the boundary of Killiam Lakes, Unit No. 1, a subdivision as per map or plat thereof, recorded in Plat Book 6, page 26 of the Public Records of Leon County, Florida, thence with an angle to the left of 150 degrees 43 minutes, run thence South 28 degrees 14 minutes 45 seconds East (new bearing base) along the boundary of said Killiam Lakes, Unit No. 1, and a fence line of 955.05 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue thence along the boundary of said Killiam Lakes, Unit No. 1, and a fence line as follows: South 28 degrees 14 minutes 45 seconds East 57.83 feet, thence South 59 degrees 07 minutes 23 seconds East 466.80 feet, thence leaving the boundary of said Killiam Lakes, Unit No. 1, run South 40 degrees 34 minutes 49 seconds West 1,117.79 feet to a point on the Northerly maintained right-of-way boundary of Bannerman Road, thence North 38 degrees 19 minutes 14 seconds West along said Northerly maintained right-of-way boundary of 396.45 feet to an old concrete monument, thence North 33 degrees 20 minutes 15 seconds East 991.59 feet to the POINT OF BEGINNING; containing 10.72 acres, more or less, and situate in Section 22, Township 2 North, Range 1 East, Leon County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commence at a concrete monument marking the Northeast corner of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and run thence West along the Section Line 628.98 feet, thence North 14 degrees 30 minutes West 391.0 feet, thence South 37 degrees 07 minutes West 280.0 feet, thence North 52 degrees 53 minutes West 1,381.4 feet, to the East boundary of the West Half of the Southwest Quarter of the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Leon County, Florida, thence North 00 degrees 28 minutes East along said East boundary 324.2 feet to the Northeast corner of the West Half of the Southwest Quarter of the Southeast Quarter of said Section 15, thence North 89 degrees 32 minutes West along the North boundary of the Southwest Quarter of the Southeast Quarter of said Section 15, 660.0 feet, thence South 00 degrees 28 minutes West along the West boundary of the Southeast Quarter of said Section 15, 660.0 feet to a P.R.M. on the boundary of Killiam Lakes, Unit No. 1, a subdivision as per map or plat thereof, recorded in Plat Book 6, Page 26 of the Public Records of Leon County, Florida, thence with an angle to the left of 150 degrees 43 minutes run South 28 degrees 14 minutes 45 seconds East (new bearing base) along the boundary of said Killiam Lakes, Unit No. 1, and a fence line 955.05 feet to the POINT OF BEGINNING, thence continue South 28 degrees 14 minutes 45 seconds East 57.83 feet, thence South 59 degrees 07 minutes 23 seconds East 466.8 feet, thence leaving said boundary of Killiam Lakes, Unit No. 1, run South 40 degrees 34 minutes 49 seconds West 329.34 feet, thence North 59 degrees 07 minutes 23 seconds West 476.15 feet, thence North 33 degrees 20 minutes 15 seconds East 354.63 feet to the POINT OF BEGINNING; containing 3.72 acres, more or less.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commence at a concrete monument marking the Northeast corner of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and run thence West along the Section Line 628.98 feet, thence North 14 degrees 30 minutes West 391.0 feet, thence South 37 degrees 07 minutes West 260.0 feet, thence North 52 degrees 53 minutes West 1381.40 feet to the East boundary of the West Half of the Southwest Quarter of the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Leon County, Florida, thence North 00 degrees 28 minutes East along said East boundary 324.00 feet to the Northeast corner of the West Half of the Southwest Quarter of said Section 15 a distance of 860.0 feet to a permanent reference monument on the boundary of Killlearn Lakes, Unit No. 1, a subdivision as per map or plat thereof, recorded in Plat Book 6, page 26 of the Public Records of Leon County, Florida, thence with an angle to the left of 150 degrees 43 minutes, run thence South 28 degrees 14 minutes 45 seconds East (new bearing base) along the boundary of said Killlearn Lakes, Unit No. 1, and a fence line 955.05 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence along the boundary of said Killlearn Lakes, Unit No. 1, and a fence line as follows: South 28 degrees 14 minutes 45 seconds East 57.83 feet, thence South 59 degrees 07 minutes 23 seconds East 486.80 feet, thence leaving the boundary of said Killlearn Lakes, Unit No. 1, run South 40 degrees 34 minutes 49 seconds West 1117.79 feet to a point on the Northerly maintained right-of-way boundary of Bannerman Road, thence North 38 degrees 19 minutes 14 seconds West along said Northerly maintained right-of-way boundary 396.45 feet to an old concrete monument, thence North 33 degrees 20 minutes 15 seconds East 991.59 feet to the POINT OF BEGINNING;"

Lying within the following described boundaries: Commence at a 4 inch by 4 inch concrete monument marking the northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 2 North, Range 1 East, Leon County, Florida; thence South 89 degrees 54 minutes 48 seconds West 710.59 feet along the north line of said Southwest 1/4 of Northeast 1/4 to the centerline of survey of State Road 61, Section 55050-2544; thence departing said north line, run South 40 degrees 35 minutes 18 seconds West 289.39 feet along said centerline of survey; thence departing said centerline of survey, run North 49 degrees 24 minutes 42 seconds West 75.00 feet to the existing northwesterly right-of-way line (right of way varies) of said State Road 61 and the POINT OF BEGINNING; thence South 40 degrees 35 minutes 18 seconds West 48.08 feet, along said existing northwesterly right of way line, to the existing northeasterly right-of-way line (right of way varies) of Bannerman Road; thence North 38 degrees 21 minutes 52 seconds West 332.92 feet along said existing northeasterly right-of-way line; thence North 38 degrees 03 minutes 18 seconds West 396.55 feet; thence North 38 degrees 49 minutes 15 seconds West 174.68 feet; thence North 37 degrees 40 minutes 58 minutes West 526.71 feet to a 4 inch by 4 inch concrete monument (stamped No. 1254) marking the Southeast corner of the "Green Area" adjacent to Block C of Killlearn Lakes Unit 1 as per plat recorded in Plat Book 6, Page 26, 26A-26K of the Public Records of said Leon County; thence North 37 degrees 46 minutes 39 seconds West 281.19 feet; thence North 38 degrees 05 minutes 59 seconds West 85.79 feet, along said existing northeasterly right of way line; thence departing said existing northeasterly right of way line, run South 43 degrees 12 minutes 07 seconds East 250.87 feet; thence South 38 degrees 17 minutes 35 seconds East 1,562.53 feet; thence South 81 degrees 55 minutes 16 seconds East 25.60 feet to the POINT OF BEGINNING;

Containing 11,589 square feet, more or less, exclusive of area within existing road right of way.

Less and except any part thereof in the public road right-of-way.

LEGAL DESCRIPTION ONLY for James K. Godfrey and Kristin H. Godfrey:

Commence at a concrete monument marking the Northeast corner of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and run thence West along the Section Line 628.98 feet, thence North 14 degrees 30 minutes West 391.0 feet, thence South 37 degrees 07 minutes West 260.0 feet, thence North 52 degrees 53 minutes West 1,381.4 feet, to the East boundary of the West Half of the Southwest Quarter of the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Leon County, Florida, thence North 00 degrees 28 minutes East along said East boundary 324.2 feet to the Northeast corner of the West Half of the Southwest Quarter of the Southeast Quarter of said Section 15, thence North 89 degrees 32 minutes West along the North boundary of the Southwest Quarter of the Southeast Quarter of said Section 15, 660.0 feet, thence South 00 degrees 28 minutes West along the West boundary of the Southeast Quarter of said Section 15, 660.0 feet to a P.R.M. on the boundary of Killiam Lakes, Unit. No. 1, a subdivision as per map or plat thereof, recorded in Plat Book 6, Page 26 of the Public Records of Leon County, Florida, thence with an angle to the left of 150 degrees 43 minutes run South 28 degrees 14 minutes 45 seconds East (new bearing base) along the boundary of said Killiam Lakes, Unit No. 1, and a fence line 955.05 feet to the POINT OF BEGINNING, thence continue South 28 degrees 14 minutes 45 seconds East 57.83 feet, thence South 59 degrees 07 minutes 23 seconds East 466.8 feet, thence leaving said boundary of Killiam Lakes, Unit No. 1, run South 40 degrees 34 minutes 49 seconds West 329.34 feet, thence North 59 degrees 07 minutes 23 seconds West 476.15 feet, thence North 33 degrees 20 minutes 15 seconds East 354.63 feet to the POINT OF BEGINNING; containing 3.72 acres, more or less.

LEGAL DESCRIPTION ONLY for Estate of Arlene L. Carter, Deceased:

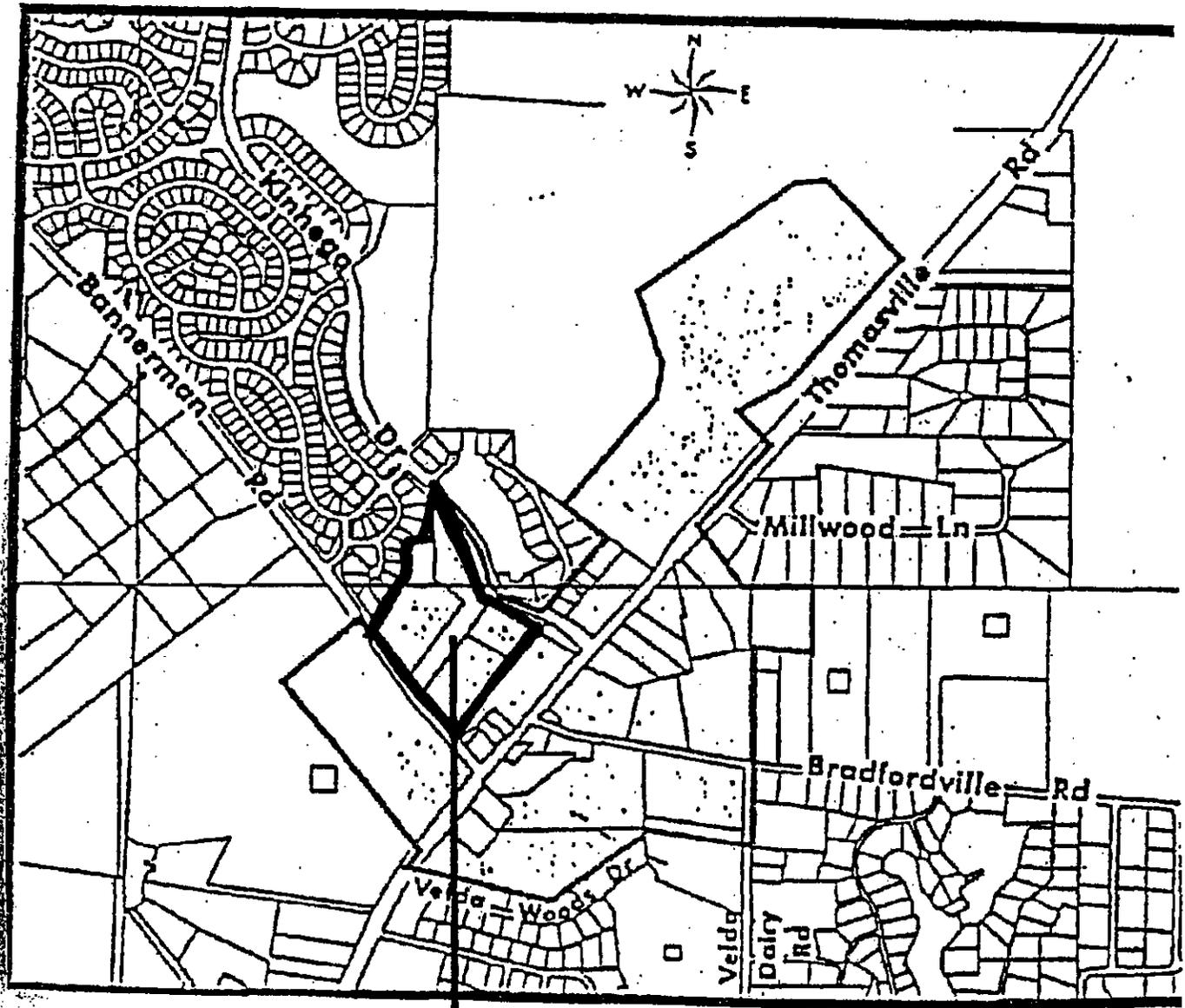
*Commence at a concrete monument marking the Northeast corner of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and run thence West along the Section Line 628.98 feet; thence North 14°30' West 391.0 feet, thence South 37°07' West 260.0 feet, thence North 52°53' West 1381.40 feet to the East boundary of the West Half of the Southwest Quarter of the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Leon County, Florida, and run thence North 00°28' East along said East boundary 324.2 feet to the Northeast corner of the West Half of the Southwest Quarter of the Southeast Quarter of said Section 15, thence North 89°32' West along the North boundary of the Southwest Quarter of the Southeast Quarter of said Section 15 a distance of 660.0 feet, thence South 00°28' West along the Quarter Section Line of said Section 15 a distance of 660.0 feet to the Point of Beginning. From said Point of Beginning continue South 00°28' West along said Quarter Section Line of said Section 15 and the Quarter Section Line of said Section 22 a distance of 667.80 feet, thence South 57°26' East 316.77 feet, thence South 32°49' West 826.39 feet to the Northeasterly right of way boundary of Bannerman Road, thence South 38°26' East along said right of way boundary 175.0 feet, thence North 32°49' East 991.59 feet, thence North 28°49' West 955.05 feet to the Point of Beginning...

Less and except any part thereof in the public road right-of-way.

LEGAL DESCRIPTION ONLY for Bradfordville Hunt Club:

Commence at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 15, Township 2 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 42 minutes 50 seconds West along the West boundary of the East half of the Southwest Quarter of said section 15, a distance of 2085.62 feet, to the Northeasterly maintained right of way of Bannerman Road, thence South 37 degrees 11 minutes 45 seconds East along said maintained right of way 988.85 feet, thence South 36 degrees 52 minutes 25 seconds East along said maintained right of way 281.21 feet to the intersection of said maintained right of way with the Easterly boundary of a 100.00 foot Talquin Electric Cooperative Power Transmission Line Easement for the Point of Beginning. From said Point of Beginning continue South 36 degrees 52 minutes 25 seconds East along said maintained right of way of Bannerman Road 525.96 feet, to an iron pipe, thence North 33 degrees 21 minutes 10 seconds East 825.72 feet to an iron pipe, thence North 56 degrees 54 minutes 20 seconds West 317.45 feet to an iron pipe, thence North 01 degree 02 minutes 40 seconds East 330.00 feet, thence North 88 degrees 57 minutes 20 seconds West 200.0 feet, thence South 06 degrees 34 minutes 30 seconds West 280.0 feet, thence South 29 degrees 09 minutes West 569.92 feet to the Point of Beginning.

Less and except any part thereof in the public road right-of-way.



Subject Property

EXHIBIT "B"