

INNOVATION PARK/TALLAHASSEE
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

STATE OF FLORIDA

COUNTY OF LEON

KNOW ALL PERSONS BY THESE PRESENTS, that this Declaration of Protective Covenants and Restrictions is made this 10th day of February, 1981, by the LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a local government body, corporate and politic, hereinafter referred to as the "Authority".

STATEMENT OF PURPOSE

The Authority is a local governmental body created and existing pursuant to Florida Statutes, §159.701 et seq., which has acquired by long term lease from the State of Florida certain lands, hereinafter described, for development as a research and development park known as INNOVATION PARK/TALLAHASSEE. The Authority desires to provide for the development and use of the lands comprising INNOVATION PARK/TALLAHASSEE as a research and development park with common environmental concerns and to impose and enforce covenants and restrictions thereon which will permit the use of lands therein for research, development and other authorized purposes and which will assure the development, use and maintenance of the lands in a natural park-like setting.

NOW, THEREFORE, the Authority declares that the real property described in Exhibit "A" attached hereto and by reference incorporated herein, together with such additional land as the Authority may hereafter submit to this Declaration, is and shall be held, leased and occupied subject to the covenants, restrictions, easements, conditions and charges hereinafter set forth.

ARTICLE I.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, leased and occupied subject to this Declaration is located in Leon County, Florida, comprises 208 acres, more or

This instrument was prepared by
 CASS D. VICKERS
 Messer, Rhodes, Vickers & Hart
 P. O. Box 1876
 Tallahassee, Florida 32302

530997
 RECORDED IN THE PUBLIC
 RECORDS OF LEON CO. FLA.
 IN THE BOOK & PAGE NO.
 FEB 10 4 08 PM 1981
 AT THE TIME & DATE NOTED
 PAUL F. HANTSFIELD
 CLERK OF CIRCUIT COURT

less, and is more particularly described in Exhibit "A" attached hereto and by reference incorporated herein.

Section 2. The Authority reserves the right to subject any additional properties which it may acquire, or which may otherwise come under its control, as a part of INNOVATION PARK/TALLAHASSEE to this Declaration by recordation of appropriate instruments among the public records of Leon County, Florida.

ARTICLE II.
DEFINITIONS.

The following words and phrases when used in this Declaration or any supplemental declaration shall, unless the context otherwise requires, have the following meanings:

- (a) "Authority" shall mean and refer to the Leon County Research and Development Authority.
- (b) "Building" shall include, but not be limited to both the main portion of the building and all projections and extensions thereof, including but not limited to platforms, docks, eaves, canopies, walls and screens.
- (c) "Committee" shall mean and refer to the Development Review Committee hereinafter established.
- (d) "Common Areas" shall mean and refer to those areas of land within INNOVATION PARK/TALLAHASSEE designated by the Authority for the common use and enjoyment of the Authority and the Tenants.
- (e) "Improvements" shall include, but not be limited to, all structures, construction and installation of any kind, whether above or below the land surface, including, but not limited to, buildings, outbuildings, water lines, sewers, electrical and gas distribution facilities, telephone lines, loading areas, ramps, docks, parking areas, walkways, wells, towers, antennae, screens, entrance ways, gates and signs.
- (f) "Site" shall mean a parcel of land within INNOVATION PARK/TALLAHASSEE under lease from the Authority to a Tenant or

designated by the Authority as available or to become available for lease to a Tenant.

(g) "Tenant" shall mean and refer to a party to whom one or more Sites has been leased by the Authority pursuant to a duly executed written lease agreement, or to whom space within a building within INNOVATION PARK/TALLAHASSEE has been leased pursuant to a duly executed lease agreement signed or approved by the Authority in writing.

ARTICLE III.
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Authority, the Tenants or any of them, and their respective personal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the covenants and restrictions herein shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Authority or its successor in interest has been duly recorded agreeing to change or terminate the covenants and restrictions herein in whole or in part. The Authority reserves and shall have the sole right to amend this Declaration for the purpose of curing any ambiguity in or inconsistency between the provisions contained herein. No Tenant may, without the prior written approval of the Authority, impose any additional covenants or restrictions on any part of the lands within INNOVATION PARK/TALLAHASSEE.

Section 2. Notices. Any notice required to be sent to the Authority under the provisions of this Declaration shall be personally delivered or deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed to the Authority at such post office address as it may advise the Tenants of from time to time.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant or restriction, or to restrain such violation, or to recover damages, and the failure by the Authority or any Tenant to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of litigation brought by the Authority or tenants of INNOVATION PARK/TALLAHASSEE for the enforcement of this Declaration or any provision contained herein, the prevailing party shall be entitled to recover its Court costs and reasonable attorney's fees from the losing party.

ARTICLE IV.
VARIANCES

Any Tenant desiring to make a use of his Site, or any portion thereof, other than in strict accordance with the covenants and restrictions set forth in this Declaration may apply to the Authority for a variance. The application shall be filed in advance of any such variant use on forms to be prescribed by the Authority for that purpose. The application shall be submitted to the Development Review Committee for review and recommendation. A public hearing shall be held upon the application by the Committee after at least fifteen (15) days advance notice of the hearing has been given in the following manner. The Committee shall, at the applicant's expense, cause a copy of the application and notice of hearing to be delivered or mailed by certified or registered mail, return receipt requested to each Tenant in INNOVATION PARK/TALLAHASSEE and the notice of hearing to be published once in a newspaper of regular and general circulation in Tallahassee and Leon County, in both instances at least fifteen (15) days prior to the date of the hearing. Within fifteen (15) days following the public hearing the Committee shall recommend to the Authority its proposed disposition of the application. The Authority shall act upon the application by majority vote within thirty (30) days

following receipt of the Committee's recommendations and the Authority's decision shall be final and binding. The Authority shall not approve any application for a variance unless it finds that denial of the application would work an undue hardship upon the applicant and that the grant of variance will be in harmony with the general intent and purpose of this Declaration. For this purpose the Authority may condition a grant of variance upon such conditions and safeguards as the Authority deems appropriate.

ARTICLE V.
PERMITTED LAND USES.

No Site within INNOVATION PARK/TALLAHASSEE shall be used except for research, design, testing, analysis, prototype development, pilot scale production and limited product assembly purposes and for such other purposes, including administrative, professional and support services as the Authority may, in its sole judgment, determine to be an integral part of, related to or derivative of the aforesaid uses. The Authority shall, in its sole discretion, determine whether or not any existing or proposed use of a Site is a permitted use within the meaning and intent of this Declaration. The foregoing iteration of permitted uses shall not, however, preclude the Authority from constructing, owning, operating, maintaining, leasing, or permitting service, commercial, administrative or recreational facilities within INNOVATION PARK/TALLAHASSEE, provided any such facilities are for the primary use, enjoyment and convenience of the Authority or the Tenants of INNOVATION PARK/TALLAHASSEE, their employees, agents and representatives. No use will be permitted of any lands or space within INNOVATION PARK/TALLAHASSEE which fails to comport with the performance standards hereinafter set forth, nor shall any use be permitted which constitutes a nuisance, public or private, or which tends to damage or destroy public or private property, or which denigrates the integrity or character of the natural features of INNOVATION PARK/TALLAHASSEE. The Authority reserves the right to require that any permitted production or

product assembly operations be confined to specially designated areas within INNOVATION PARK/TALLAHASSEE.

ARTICLE VI.
PERFORMANCE STANDARDS

The use of all Sites shall conform to such performance standards as the Authority may from time to time prescribe in writing governing noise; smoke and particulate matter; toxic gases, fumes and vapors; vibration; glare and lighting; effluent discharge; the disposal of waste materials; radiation and other matters of environmental concern. The burden of demonstrating compliance with such performance standards shall rest upon the Tenant.

ARTICLE VII.
SPACE ALLOCATIONS AND DIMENSIONAL STANDARDS

Section 1. Minimum Site Size. No Site shall be established which contains an area of less than two (2) acres nor shall any Site be subdivided into parcels of less than two (2) acres. In no event shall any Site be subdivided without the prior written approval of the Authority. The Authority reserves the right to permit the use and occupation of a single Site by more than one Tenant. The Authority further reserves the right to designate as a Site any area within INNOVATION PARK/TALLAHASSEE equal to or exceeding two (2) acres, whether or not the same be a multiple of two (2) acres.

Section 2. Site Coverage Limitations. The maximum area that may be covered by Buildings and other structures constructed thereon, including but not limited to parking, road, driveway and other impervious surface areas, shall not exceed fifty percent (50%) of the total area of the Site.

Section 3. Setback Restrictions. No Building shall be located on a Site nearer than 100 feet from any building on any adjoining Site. No Building shall be located on any Site nearer than fifty (50) feet from the front or side Site lines or nearer than twenty-five (25) feet from the rear Site line. All accessory Buildings and other improvements shall be located on a Site so as

to permit and preserve a natural vegetative buffer having a depth of at least twenty-five (25) feet along the rear and side Site lines.

Section 4. Height Limitations. No Building, structure or other improvement shall be erected, constructed or permitted on any Site having a height above ground level of more than forty-five (45) feet.

ARTICLE VIII.
PARKING AND LOADING

Section 1. Parking. Offstreet parking spaces sufficient to accommodate the parking demands generated by the use of each Site shall be provided on the Site. No onstreet parking shall be permitted. Offstreet parking areas shall be constructed by the following standards:

(a) Dimensions. Each offstreet parking space shall be at least nine (9) feet in width and at least nineteen (19) feet in depth, exclusive of the area required for access drives or aisles.

(b) Entrance and Exits. Each parking space shall be directly accessible from a street, alley or other public right-of-way or from an adequate access aisle or driveway leading to or from a street, alley or other public right-of-way. All offstreet parking spaces shall be so arranged that no motor vehicle shall have to back into any street or public right-of-way. No entrance or exit driveway shall be permitted any nearer than fifty (50) feet from a street intersection.

(c) Aisle Widths. All offstreet parking areas providing four (4) or more parking spaces shall be constructed with aisle widths having the following minimum dimensions, based upon the angle of the parking stall to the access aisle:

Parking Stall Angle	Aisle Width
30 degrees	11 feet
45 degrees	13 feet
50 degrees	14.5 feet
55 degrees	16 feet
60 degrees	17.5 feet
90 degrees	22 feet

Aisles shall be twenty-two (22) feet in width when not designed to serve a particular parking configuration or when designed to serve parallel parking.

(d) Surface Material and Drainage. All offstreet parking facilities, including access aisles, driveways, and maneuvering areas, shall be surfaced with a hard, dustless material. Such offstreet parking areas shall be suitably sloped and drained and shall be of strength sufficient to accommodate the traffic expected. All parking stalls shall be clearly marked on the paved surface. All offstreet parking shall be set back a minimum of thirty (30) feet from the front Site line and a minimum of twenty-five (25) feet from the side and rear Site lines and shall be screened from view as hereinafter provided. Each Site shall contain paved maneuvering areas sufficient to accommodate maneuvering motor vehicles expected to result from loading, unloading and service operations, giving a clear view from the cab of the vehicle. Driveways and maneuvering areas shall meet the same surface material, maintenance and drainage requirements as are herein imposed on offstreet parking areas. The edge of a driveway apron shall be no closer than fifty (50) feet from the nearest adjacent Site line unless adjacent Site Tenants utilize a common driveway.

Section 2. Loading and Unloading. All loading and unloading operations must be on Site and no onstreet loading and unloading shall be permitted. On Site loading and unloading space shall be provided sufficient to accommodate the expected traffic, and in any event shall conform to the minimum standards required by the Zoning Code of the City of Tallahassee and Leon County, Florida. Loading and unloading areas shall be located to the rear of any Building on the Site, provided the Committee may approve the placement of a loading area at the side of a Building if the same is appropriately screened from view. All truck loading aprons and other loading areas shall be paved with a dustfree,

all-weather surface, shall be suitably sloped and drained, and shall be of strength sufficient for the traffic expected. All loading areas shall have direct access to a street or public right-of-way and shall be so located that they may be used without interfering with the use of streets, parking areas or public right-of-way and shall be so located that they may be used without interfering with the use of streets, parking areas or public rights-of-way. Each loading area shall have at least the following minimum dimensions: Length twenty-five (25) feet, width twelve (12) feet, height fourteen (14) feet.

Section 3. All offstreet parking areas, driveway, access areas, maneuvering areas and loading areas shall be included in the plans submitted by the Tenant and shall be subject to the review and approval of the Committee. If future building expansion is contemplated, additional areas shall be appropriately reserved for such future parking, loading and unloading as is anticipated.

Section 4. Easements. The Authority reserves the right to cause the installation and maintenance of utilities, drainage and other facilities for the benefit of the Authority or its Tenants within the front and rear twenty-five (25) feet and within the fifteen (15) feet along each side of each Site. The Authority further reserves the right to grant easements for the installation of utilities, drainage and other facilities for the benefit of the Authority or its Tenants through individual Sites, provided that in so doing the Authority does not cause any damage to existing Buildings or improvements or require a change in any construction plans which the Committee has previously approved. All easements given for the benefit of an individual Site shall be subject to the prior approval of the Committee. All easement areas located within a Site and all improvements in such easement areas shall be continuously maintained by the Tenant of such Site, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IX.
ARCHITECTURAL AND AESTHETIC STANDARDS.

Section 1. Landscaping. All Buildings and other improvements on any Site shall be placed so that the existing topography and vegetation is disturbed as little as possible and so that the maximum number of desirable trees and natural features is preserved. No tree may be removed or other natural feature altered except with the prior written approval of the Committee. Each Site on which a building is to be placed shall be landscaped in accordance with the plans and specifications submitted to and approved by the Committee. The approved landscaping shall be completed no later than the date upon which the Building is completed or occupied, whichever first occurs. A twenty-five (25) foot landscape strip shall be installed along the front, rear and side Site lines, exclusive of driveways. Within the twenty-five (25) foot landscape strip there shall be planted and maintained trees and other vegetation native, where practicable, to the area providing at least fifty percent (50%) visual opacity. All areas not covered by an impervious surface shall be landscaped, sodded or seeded. All offstreet parking, loading and unloading areas shall be screened from view from other Sites and from public roads, streets, and rights-of-way by the use of earth berms or other landscaping materials. All trees, plants, shrubs and other landscaping materials shall be of varieties that are adaptable to the local soil and climate conditions and shall blend with existing natural growth and be compatible with adjacent landscaped areas. Each Tenant shall maintain all landscaped areas on the Tenant's Site in good condition at all times.

Section 2. Exterior Construction. Finish building materials shall be applied to all sides of any Building which are visible to the general public or to neighboring Sites or Common Areas. Exterior colors shall be compatible with the colors of the natural surroundings and other adjacent Buildings. The approval or

disapproval of the exterior construction materials and colors shall be at the sole discretion of the Committee.

Section 3. Signs. Only identification signs indicating the name and business of the persons or entities occupying the Site shall be permitted. Advertising signs, billboards or other signs are expressly prohibited. Identification signs shall generally be placed on the outside wall or walls of the Building but shall not extend above the line of the roof meeting that wall. With the advance written approval of the Committee, signs may be placed in the front yard landscape strip if constructed and designed to be a part of the landscaping element. Otherwise, no sign in the front yard setback area shall be permitted. Painted signs, signs on the roofs of Buildings, and flashing or moving signs are prohibited. No signs shall be placed or externally illuminated in such a manner as to cast glare on neighboring Sites or in such a manner as to impede the safe movement of traffic. All signs shall be designed, erected, altered, moved and maintained in accordance with plans and specifications submitted to and approved by the Committee in writing.

Section 4. Outdoor Storage. No temporary Building, structure or other improvement shall be permitted on any Site except during the period of construction of the permanent Building and then only with the advance written approval of the Committee. No outside storage shall be permitted within the minimum Building setback areas nor shall any outside storage be permitted in the front yard of any Site. When outdoor storage would otherwise be visible from a public road, street, or right-of-way it must be screened from view by a wall of material similar to and compatible with that of the Building or Buildings on the Site. Garbage and refuse containers shall be concealed and contained within the Building or Buildings on a Site or shall be screened by a screening wall of the kind described above. Unless specifically approved by the Committee in writing, no materials, supplies or equipment shall be stored on any Site except in a closed Building

or behind a screening wall so that such storage areas are not visible from neighboring Sites, Common Areas or public roads, streets or rights-of-way. All proposals for outside or outdoor storage shall be subject to the advance written approval of the Committee.

Section 5. Maintenance. Each Tenant of INNOVATION PARK/TALLAHASSEE shall at all times keep its Site, Buildings and other improvements in a safe, clear, orderly and aesthetically pleasing condition, shall prevent rubbish, waste, trash or garbage of any character whatsoever from accumulating on the Site and shall comply in all respects with all governmental laws, orders, rules and regulations governing safety, health and welfare. The maintenance of individual Sites shall be at the expense of the Tenant to whom the Site has been leased. All landscaping and exterior portions of Buildings and other structures shall be maintained in order to present an attractive appearance. In the event of the Tenant's failure to properly discharge its responsibilities for maintenance, the Authority reserves the right to perform any necessary repairs and maintenance at the expense of the Tenant and the Authority shall have the right of access to the Sites for such purposes.

Section 6. Utilities Placement and Design. All electrical, utility and telephone lines serving the Sites shall be brought underground. Padmounted electrical transformers, heating and air-conditioning units, mechanical meters and storage tanks shall be located in such a manner as not to be visible from any public road, street or right-of-way or from Common Areas or other Sites. If concealment within the Building is not possible then such utility elements shall be concealed by screening. No transformer, electric, gas or other meter of any type or other apparatus shall be hung on the outside of any Building but the same may be placed on or below the surface and when thus placed at ground level shall be adequately screened from view. Penthouses and mechanical equipment screen walls shall be of a design and constructed of

materials similar to and compatible with those of the Building to which they pertain. The implacement of power or other utility poles, except temporarily during construction, is expressly prohibited. All exterior lighting shall be designed, erected, altered, moved and maintained in accordance with plans and specifications submitted to and approved in writing by the Committee. It is the declared intention of the Authority that to the extent possible exterior lighting be compatible and harmonious throughout INNOVATION PARK/TALLAHASSEE. Antennae shall be visually masked or screened to the extent possible consistent with appropriate electromagnetic considerations and shall in any event be subject to the prior written approval of the Committee.

ARTICLE X.

DEVELOPMENT REVIEW COMMITTEE SUBMISSION
AND APPROVAL OF PLANS AND CONSTRUCTION.

Section 1. Development Review Committee. There is hereby established a Development Review Committee for INNOVATION PARK/TALLAHASSEE which shall consist of five (5) members, one of whom shall be an architect licensed to practice in the State of Florida and one of whom shall be a representative of the Board of Trustees of the Internal Improvement Trust Fund. The Director of the Authority shall also be a member of the Committee. The members of the Committee shall be appointed by and serve at the pleasure of the Authority and any member may be removed at any time with or without cause by the Authority. One of the members of the Committee shall be elected its chairman. The vote of a majority of the members of the Committee at any meeting shall constitute the action of the Committee on any matter before it, provided, however, that in no event shall a vote of less than three (3) members, either affirmative or negative but not both, constitute acts of the Committee. The Committee shall adopt bylaws, subject to the approval of the Authority governing the time, place and manner in which the business of the Committee will be conducted.

Section 2. Submission of Plans. No Tenant shall commence the construction or alteration of any Building or other

improvement on any Site without the advance written approval of the Committee of the Site use plan and the final plan and specifications for such construction or alteration. The Committee may adopt forms for the submission of such plans. The Tenant's submission to the Committee shall include a Site use plan at a minimum scale of one inch equals twenty (20) feet showing:

(a) The location, size, setback dimensions and floor plans for all proposed Buildings, storage areas and anticipated future expansion areas;

(b) Driveways and curb cuts with an arrow indication of vehicular traffic patterns into and out of Site and to and from all loading berths and parking stalls;

(c) Layout of vehicle parking areas with stalls separately designated as for employees' cars, visitors' cars, Tenant trucks, delivery trucks, and the like. Parking areas for both initial and eventual development of the Site are to be indicated.

(d) The layout of all paved and other impervious surface areas showing the extent and type of paving or coverage and the drainage pattern for all such areas;

(e) All areas to be landscaped with a schematic description of the general type (trees, shrubs, grass, etc.) height and extent of all landscaping including screening, trees and vegetative buffers or barriers;

(f) All proposed outdoor storage areas, and outdoor utility and mechanical equipment, together with the proposals for screening the same from view;

(g) The location and identification of all utilities to serve the Site and any Building or other improvement on the Site, including gas, electricity, telephone, water and sewer;

(h) Building elevations and perspectives of Building and Site, showing type of construction, materials and colors;

(i) The proposed location of any special appurtenances, including transformers, antennae, cooling towers, storage tanks, loading docks and the like, whether above or below ground;

(j) Such other information, including streets, Site lines and dimensions, location and description of screening walls, signs, exterior lights, irrigation systems, and such other features, conditions and information as the Committee may deem appropriate.

The Tenant's submission shall contain landscape development plans showing the names of all ground covers, plants, their dimensions, location, quantity, spacings, irrigation, facilities and other landscape construction details, together with specifications describing the work. It shall also include information with sufficient illustration to indicate the size, type of material, color, language and location of any and all identification signs. The Tenant shall submit five (5) copies of the Site use plan and shall secure the approval of the Committee prior to the submission of an application for Building permit. The Committee shall approve, disapprove, or approve with modifications or conditions the Site use plan within thirty (30) days of its submission. The Tenant shall also submit two (2) copies of the final plans and specifications to the Committee for its review and approval. The commencement of construction shall proceed only after approval of the Tenant's final plans and specifications, and issuance of the appropriate Building permit or permits by the County of Leon. The Authority may conduct inspections of the Site during the period of construction for the purpose of monitoring the same and determining compliance with the approved Site use plan and final plans and specifications. The committee's failure either to approve, disapprove, or approve with modifications or conditions any Site use plan or final plans and specifications submitted by a Tenant within thirty (30) days of the date of submission shall constitute approval of said plans by the Committee. The Tenant shall commence construction within six (6) months from the date of the Committee's approval of the final plans and specifications, unless a later commencement construction date is approved by the Authority in writing and the Tenant shall

prosecute construction diligently to completion, subject only to strikes, war, acts of God, and other causes beyond the Tenant's control.

In all decisions regarding the acceptability of a Site use plan or of final plans and specifications, or of any element thereof, the determination of the Committee shall be final, conclusive and binding on all parties. Neither the Committee, the Authority, nor any member, employee, agent or representative thereof, shall be liable to any Tenant, to any party submitting plans for approval, nor to any other party by reason of any judgment, decision or determination arising out of or in connection with the approval, disapproval, or failure to act on any such plans and each Tenant does, by the acceptance of a lease of land within INNOVATION PARK/TALLAHASSEE subject to this Declaration, agree and covenant not to make any claim or demand or bring any action, for damages or otherwise, against the Committee, the Authority, or any member, employee, agent or representative thereof, for any act or omission in the course of the Committee's operations.

ARTICLE XI.

AMENDMENT AND SEVERABILITY

Section 1. Amendment. This Declaration may be amended by the Authority from time to time, with the written approval of the Board of Trustees of the Internal Improvement Trust Fund, upon the giving of advance notice and the holding of a public hearing in the manner prescribed for acting upon variance applications in Article III, Section 4 of this Declaration.

Section 2. Severability. The provisions of this Declaration shall be deemed severable. Should any provision of this Declaration be declared unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the decision shall not affect the validity of this Declaration and the provisions hereof shall otherwise remain and continue in full force and effect.

IN WITNESS WHEREOF, the Leon County Research and Development Authority has caused this Declaration of Protective Covenants and Restrictions to be duly executed this 10th day of February, 1981.

Signed, sealed and delivered in the presence of:

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

[Signature]

By: [Signature]
Chairman



[Signature]

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10th day of February, 1981, by Malcolm B. Johnson as Chairman of the LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a local governmental body, corporate and politic, on behalf of said corporation.

[Signature]
NOTARY PUBLIC



My commission expires: 9-13-81

Notary Public, State of Florida at Large
My Commission Expires Sept. 13, 1981
Bound By Applying Fee & County Canvass

This instrument was prepared by
CASS D. VICKERS
Messrs, Rhodes, Vickers & Hart
P. O. Box 1876
Tallahassee, Florida 32302

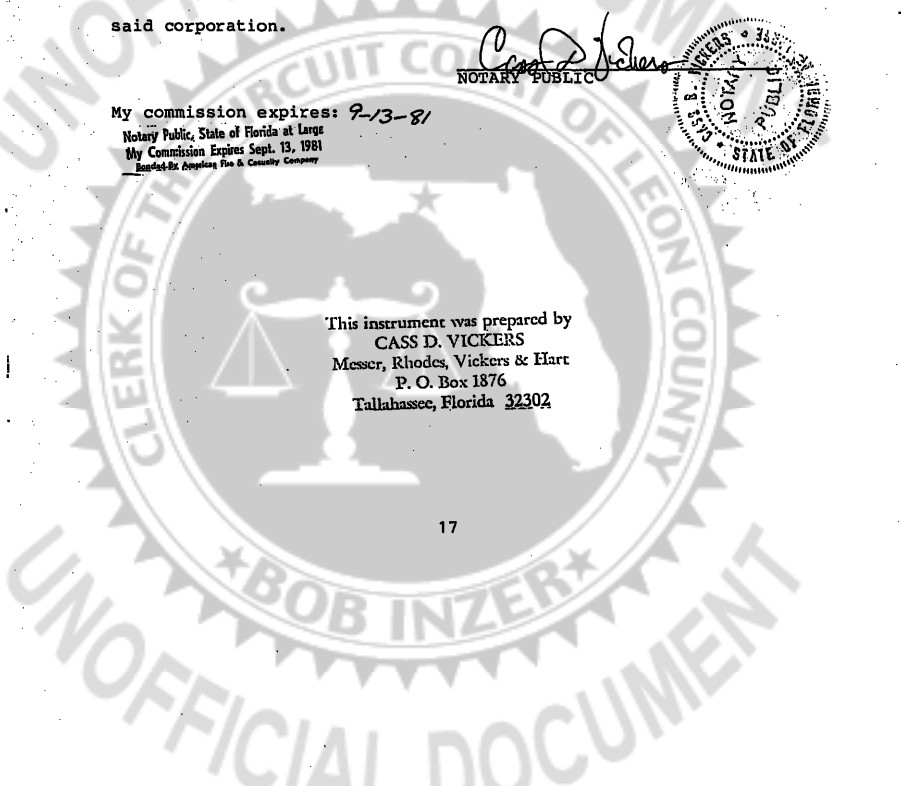


EXHIBIT A

Begin at an old concrete monument marking the Southwest corner of the East half of the Northwest quarter of Section 3, Township 1 South, Range 1 West, Leon County, Florida, and run North 00 degrees 25 minutes 51 seconds West along the West boundary of the East half of the Northwest quarter of said Section 3 a distance of 662.86 feet to the Southerly right of way boundary of Roberts Avenue, thence run South 82 degrees 06 minutes 50 seconds East along said Southerly right of way boundary of Roberts Avenue 2431.02 feet to the Easterly boundary of a powerline easement recorded in Deed Book 30, Page 262 of the Public Records of Leon County, Florida, thence run South 01 degrees 50 minutes 55 seconds West along said Easterly boundary of a powerline easement 2172.37 feet, thence run North 88 degrees 41 minutes 49 seconds West 40.26 feet, thence run South 01 degrees 18 minutes 11 seconds West 44.00 feet, thence run South 88 degrees 41 minutes 49 seconds East 39.84 feet to said Easterly boundary of a powerline easement, thence run South 01 degrees 50 minutes 55 seconds West along said Easterly boundary of a powerline easement 172.26 feet, thence run North 86 degrees 27 minutes 46 seconds West along the Southerly boundary of said powerline easement and a projection thereof 1879.32 feet, thence run South 88 degrees 54 minutes 57 seconds West along said Southerly boundary of a powerline easement 2069.65 feet to a concrete monument on the West side of a ditch, thence run Northerly along the West side of said ditch as follows:

North 15 degrees 45 minutes 28 seconds East 240.68 feet, thence North 10 degrees 56 minutes 35 seconds East 173.77 feet, thence North 01 degrees 10 minutes 11 seconds East 399.58 feet, thence North 00 degrees 56 minutes 36 seconds West 203.45 feet, thence North 27 degrees 41 minutes 18 seconds West 407.50 feet, thence North 10 degrees 13 minutes 03 seconds West 221.38 feet, thence North 01 degrees 29 minutes 20 seconds West 397.40 feet to a concrete monument, thence leaving said West bank of a ditch run North 89 degrees 59 minutes 41 seconds East 434.95 feet to an old terra cotta monument marking the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 3, thence run North 89 degrees 59 minutes 41 seconds East along the South boundary of the Northwest quarter of said Section 3 a distance of 1319.87 feet to the Point of Beginning, containing 207.92 acres, more or less.

The above described property being subject to a powerline easement recorded in Deed Book 30, Page 262 of the Public Records of Leon County, Florida.