

Draft 3/28/95

RESOLUTION NO. 95- 74

RESOLUTION OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE BY THE COUNTY OF A DEED CONVEYING CERTAIN UNIMPROVED REAL PROPERTY TO THE COUNTY AND AN ACCESS EASEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION BY THE COUNTY, AS LESSOR, OF A GROUND LEASE THAT LEASES SUCH REAL PROPERTY TO WORLD GOLF VILLAGE, INC., AS LESSEE, FOR THE USE OF SUCH PROPERTY BY WORLD GOLF VILLAGE, INC. TO BUILD AND OPERATE A PROFESSIONAL GOLF HALL OF FAME FACILITY; CERTIFYING THAT THE APPLICATION BY WORLD GOLF VILLAGE, INC. UNDER SECTION 288.1168 FLORIDA STATUTES SERVES A PUBLIC PURPOSE; AUTHORIZING PGA TOUR, INC. TO CONDUCT ADVERTISING REQUIRED BY SECTION 288.1168, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Chapter 125, Part I, Florida Statutes, as amended and other applicable provisions of law.

Section 2. FINDINGS. It is hereby found and determined that:

(A) World Golf Village, Inc. ("WGV"), a Florida not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, has represented to the County that it intends to construct and operate a professional golf hall of fame facility as contemplated by Section 288.1168(2), Florida Statutes, as amended, (the "Facility") on land in St. Johns County owned by SJH Partnership (a Florida limited partnership hereinafter referred to as the "Grantor").

(B) World Golf Village, Inc. has further represented to the Board that the Facility is intended to be constructed on the unimproved real property more particularly described in the copy of the Warranty Deed attached hereto as Exhibit A (the

"Property") which is generally located in the vicinity of the northwest quadrant of the intersection of Interstate 95 and Nine Mile Road and within the lands made the subject of the Development of Regional Impact Development Order approved by St. Johns County Board of County Commissioners Resolution No. 91-130.

(C) The Grantor has notified the County of its intent to transfer the Property to the County in order to allow WGV to commence construction of the Facility on the Property on or before December 31, 1996.

(D) By its letter to the Board of County Commissioners of St. Johns County (the "Board") attached hereto as Exhibit C, PGA Tour, Inc. has represented to the Board (i) that the above described proposed Facility, when constructed, will be the only professional golf hall of fame in the United States recognized by the PGA Tour, Inc. in the manner and as required by section 288.1168(2)(a), Florida Statutes, and (ii) that WGV is the only entity that PGA Tour, Inc. will authorize to construct and operate such Facility.

(E) The Board hereby finds and determines that the receipt and acceptance by the County of the Warranty Deed described in Exhibit A and the lease of the Property by the County to WGV by the Ground Lease hereinafter described for the use and purpose described in section 288.1168, Florida Statutes is in the best interest of the County.

(F) Having conducted a public hearing on the matter, the Board hereby finds, determines and certifies that the construction and operation of the Facility on the Property by WGV pursuant to the Ground Lease is in the best interests of the citizens of the County, serves a public purpose and furthers the governmental and economic interests of the County and that the application for certification by WGV pursuant to Section 288.1168, Florida Statutes in the form attached hereto as Exhibit D (the "Application") serves a public purpose.

Section 3. ACCEPTANCE OF CONVEYANCE OF THE PROPERTY.

The County is hereby authorized to accept and record the Warranty Deed conveying the Property from SJH Partnership to the County.

Section 4. ACCEPTANCE OF ACCESS EASEMENT.

The County is hereby authorized to accept and record an access easement to the property from SJH Partnership to the County in the form of Exhibit "E" attached hereto and by this reference made a part hereof.

Section 5. AUTHORIZATION OF EXECUTION, DELIVERY AND PERFORMANCE OF THE GROUND LEASE.

The County is hereby authorized to execute, deliver and perform the Ground Lease relating to the Property in substantially the form of Exhibit B attached hereto and by this reference made a part hereof, with such omissions, insertions and variations as may be necessary or desirable and approved by the Chair prior to delivery thereof, such necessity or desirability and approval by the Chair to be conclusively presumed by her execution thereof.

Section 6. APPROVAL OF APPLICATION.

The County hereby certifies by this resolution, adopted after a public hearing, that the Application by WGV for certification under Section 288.1168, Florida Statutes serves a public purpose. The use of the funds provided pursuant to the Application to pay for the construction, reconstruction, renovation, or operation of the professional golf hall of fame facility, or to pay or pledge for payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect to, bond issued for the construction, reconstruction or renovation of the facility or for the reimbursement of such costs or the refinancing of bonds issued for such purpose serves a public purpose.

Section 7. CONSENT UNDER TOURISM DEVELOPMENT AGREEMENT.

This Resolution shall constitute the County's prior written consent to the agreement of PGA Tour, Inc. to conduct the advertising required by Section 288.1168 Florida Statutes. This consent shall be irrevocable so long as the project remains certified under such section.

Section 8. FURTHER ASSURANCES. The County, through the Chair and, if necessary, the Clerk, are hereby authorized to execute and deliver such further instruments, certificates, and agreements that may be necessary to effectuate the foregoing.

Section 9. CLERK TO RECORD. The Clerk is hereby requested and instructed to record the Warranty Deed, the Access Easement and the Ground Lease in the official public records of St. Johns County, Florida at County's expense.

Section 10. REPEALING CLAUSE. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

Section 11. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 11th day of April,
1995.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Barbara Ward
Its Chair - Barbara Ward

(Seal)

ATTEST: Carl "Bud" Markel

Carl "Bud" Markel
Its Clerk

#10

EXHIBIT LIST

- A - Warranty Deed
- B - Ground Lease
- C - PGA Tour Letter
- D - Application (Previously Delivered)
- E - Access Easement

EXHIBIT "A"
Warranty Deed

WARRANTY DEED

THIS INDENTURE is made, executed and delivered this _____ day of _____, 1995, between **SJH Partnership, Ltd.**, a Florida limited partnership whose address is c/o SJ Memphis, Ltd., its general partner, at 3797 New Getwell Road, Memphis, Tennessee, 38118 (hereinafter referred to as "Grantor"), and **St. Johns County, Florida**, a political subdivision of the State of Florida whose address is 4020 Lewis Speedway, St. Augustine, Florida, 32095 (hereinafter referred to as the "Grantee") (Federal Employer Identification Number 59-6000825).

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land situate, lying and being in the County of St. Johns, State of Florida:

See Exhibit "A"

(Property Appraisers Parcel Identification Number _____.)

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining thereto (collectively, the "Property"), subject to the following permitted encumbrances:

1. Real estate taxes for the current year that accrue subsequent to the date of this deed;
2. The following easements, covenants, conditions, restrictions and reservations of record:
 - (i) St. Johns DRI Development Order approved under Resolution No. 91-130, as modified by Modification of St. Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Volume 922, page 219, as further modified by Modification of St. Johns DRI Order under Resolution No. 94-211 and Resolution 95-06 as noticed under Notification of DRI/Development Order recorded in Official Records

Volume 1091, page 1119 all of the public records of St. Johns County, Florida;

- (ii) St. Johns County Ordinance No. 91-36 granting Planned Unit Development Rezoning dated August 27, 1991, as amended;
- (iii) Reservation created hereby in favor of SJH Partnership, ltd., that the property shall not be used for the sale of package liquor for off-premises consumption; and
- (iv) Covenants concerning SJH Partnership, Ltd.'s obligations regarding effluent disposal as contained in Section 3.02 of that certain unrecorded St. Johns Water and Wastewater Utility Service Agreement, by and among Northwest Utilities I, Inc., SJH Partnership, Ltd. and St. Johns County, Florida dated January 24, 1995.

To have and to hold the Property in fee simple forever.

The Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

Unless (A) The Grantee and the World Golf Village, Inc., a not for profit Florida corporation, have entered into and recorded a lease on or before December 31, 1995 providing such entity with the ability to construct and operate the professional golf hall of fame facility (the "Facility") contemplated by Section 288.1168 Florida Statutes (1993) on the Property, and (B) construction of the Facility has commenced on the Property on or before December 31, 1996 (such commencement to be evidenced by a recorded notice of commencement prescribed by Chapter 713, Part I Florida Statutes) then title to the Property shall, without entry or suit, immediately revert to and vest in the Grantor, its successor or assigns, and the conveyance hereunder shall be null and void, and Grantor, its successors and assigns, shall be entitled to immediate possession of the Property and any improvements thereon; and no act or omission by Grantor, its successors or assigns, shall be a waiver of the operation or enforcement of such condition.

The provisions of this Warranty Deed are independent of and shall not be affected by any matters contained in Resolution Number 95-28 of the Board of County Commissioners of St. Johns County, Florida adopted on February 14, 1995.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its general partner the day and year first above written.

Signed, sealed and delivered
in the presence of:

**SJH PARTNERSHIP, LTD., by SJ
Memphis Ltd., a Florida limited
partnership, its general partner,**

By: _____
St. Johns Harbour, Inc., a
Florida Corporation, its
general Partner

Print Name: _____

Print Name: _____

By: _____
Louis Baioni, Its President

ATTEST: _____
Secretary

(CORPORATE SEAL)

STATE OF _____)
) SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 19__ by Louis Baioni, the President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.

 (Print Name _____
 NOTARY PUBLIC, State of Florida at
 large
 Commission # _____

My Commission Expires:
 Personally Known _____
 or Produced I.D. _____
 [check one of the above]

maw\pga\warrdec4.sjh

EXHIBIT "A"

Deed

The Legal Description for the Deed is comprised of the following parcel:

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH $89^{\circ}32'10''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH $05^{\circ}35'47''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $09^{\circ}28'36''$ WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $24^{\circ}32'59''$ WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE NORTH $27^{\circ}32'59''$ WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 565.67 FEET; THENCE SOUTH $62^{\circ}27'01''$ WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1147.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $08^{\circ}14'57''$ EAST, A DISTANCE OF 74.11 FEET; THENCE SOUTH $78^{\circ}58'23''$ WEST, A DISTANCE OF 103.69 FEET; THENCE SOUTH $23^{\circ}57'14''$ EAST, A DISTANCE OF 194.61 FEET; THENCE NORTH $53^{\circ}07'06''$ EAST, A DISTANCE OF 96.78 FEET; THENCE SOUTH $43^{\circ}46'25''$ EAST, A DISTANCE OF 97.13 FEET; THENCE SOUTH $39^{\circ}20'03''$ WEST, A DISTANCE OF 167.60 FEET; THENCE SOUTH $86^{\circ}22'41''$ WEST, A DISTANCE OF 119.44 FEET; THENCE NORTH $60^{\circ}53'38''$ WEST, A DISTANCE OF 177.20 FEET; THENCE NORTH $23^{\circ}57'14''$ WEST, A DISTANCE OF 120.05 FEET; THENCE NORTH $15^{\circ}37'51''$ EAST, A DISTANCE OF 190.52 FEET; THENCE NORTH $66^{\circ}02'47''$ EAST, A DISTANCE OF 92.18 FEET; THENCE NORTH $88^{\circ}46'33''$ EAST, A DISTANCE OF 161.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.48 ACRES MORE OR LESS.

EXHIBIT "B"
Ground Lease

GROUND LEASE

This Ground Lease is made this ____ day of _____, 1995, between St. Johns County, Florida a political subdivision of the State of Florida, hereinafter called the Lessor, and World Golf Village, Inc., a not-for-profit Florida corporation, hereinafter called the Lessee, witnesses as follows:

Background Facts

Lessee, a corporation which has been determined by the Internal Revenue Service to be described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, intends to construct and operate a professional golf hall of fame facility (the "Facility") in St. Johns County, Florida on land owned by the Lessor, all as contemplated by Section 228.1168(2), Florida Statutes, as amended and by that certain Tourism Development Agreement by and between St. Johns County, Florida and the PGA TOUR, Inc. dated as of November 26, 1991, as amended (the "Hall of Fame Agreement").

The Facility is intended to be constructed on the real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Facility Site").

In consideration of the construction and operation of the Facility on the Facility Site as provided herein, the Lessor has agreed to lease the Facility Site to the Lessee for the term and on the conditions set forth herein.

1. Demise Without Warranty As To Title, Access, Suitability Or Otherwise. In consideration of the rent and the Lessee's covenants hereinafter contained, the Lessor hereby demises and leases unto the Lessee the Facility Site, subject to the terms and conditions contained herein, to have and to hold for and during the "Ground Lease Term" (as defined in paragraph 2 below) without any warranty whatsoever from Lessor to Lessee pertaining to title, access, suitability of purpose or any other matter pertaining to the Facility Site or its use.

2. Term. The lease term of this Ground Lease shall commence on the date hereof (the "Commencement Date") and shall end on _____, 2094 (the "Ground Lease Term").

3. Rent. The Lessee shall pay to the Lessor as rental for the Facility Site the yearly rent of one dollar, at such office of the Lessor as the Lessor may from time to time

designate, on the first day of June in each and every year during the said term, the first payment to be made on the first day of June, 1995. At the option of the Lessee, the Lessee may prepay all or a portion of the ground rent payable hereunder for the entire Ground Lease Term.

4. **Lessee's Covenants.** Lessee hereby covenants with the Lessor as follows:

a. **To Pay Rent.** To pay the rent on the days and in the manner aforesaid.

b. **To Erect the Facility.** Within one hundred and twenty (120) days from the issuance of the Bonds described in Resolution 95-28 of the Board of County Commissioners of St. Johns County adopted on February 14, 1995, the Lessee shall promptly commence and diligently pursue the construction, equipping and furnishing of the Facility to its timely completion. The anticipated construction period is sixteen (16) months.

c. **To Pay Taxes, etc.** To bear, pay, and discharge all existing and future taxes, assessments, duties, impositions, and burdens whatsoever assessed, charged, or imposed, whether by the nation, state, city or any other public authority, upon the demised premises or any erections thereon, or upon the owner or occupier in respect thereof, or payable by either in respect thereof.

d. Not to Suffer Liens or Encumbrances, etc. Not to suffer the demised premises or any erections or improvements thereon or the estates of the Lessee in the same at any time during the said term to become subject to any lien, charge, or encumbrance whatsoever, other than a mortgage as hereinafter provided, and to indemnify and keep indemnified the Lessor against all such liens, charges, and encumbrances; it being hereby expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge, or encumbrance whatsoever, other than a mortgage as hereinafter provided, upon the demised premises or the buildings or improvements thereon or upon the estate of the Lessee in the same.

e. Not to Assign, Except, etc. Not to assign this Ground Lease, except with the Lessor's prior written consent, and without the assignee in the instrument of assignment expressly assuming the Lessee's covenants and obligations hereunder; it being hereby expressly agreed that any assignment, which shall be made or attempted to be made in breach of the Lessee's covenants herein contained shall be void and of no effect; provided, that the Lessee may at any time by mortgage or deed in trust for that purpose mortgage its estate in the demised premises to secure any reasonable debt incurred to construct or operate the Facility, and in such case may make the insurance on the buildings and improvements erected on the premises payable, in case of loss, to such mortgagee or trustee.

f. **To Insure.**

i. **Property Insurance.** To keep the buildings and improvements upon the Facility Site insured against loss or damage by fire or other casualty, for their full insurable value, and to furnish the Lessor with a complete list of all such insurance; to pay all the premiums necessary for those purposes immediately as they become due, to make all insurance payable to the Lessor and the Lessee as their interests may appear, except so much thereof, as may be payable to a mortgagee or trustee; provided, that if the Lessee shall at any time fail to insure or keep insured as aforesaid, the Lessor may do all things necessary to effect or maintain such insurance, and any moneys expended by it for that purpose shall be repayable by the Lessee, with interest per annum on demand.

ii. **Liability Insurance.** Lessee, at its own expense, shall provide and keep in force, with companies acceptable to Lessor, public liability insurance for the benefit of Lessor and Lessee jointly against liability for bodily injury and property damage in the amount of not less than _____ and no/100 Dollars (\$ _____) with respect to injuries to or death of more than one person in any one occurrence, and in the amount of not less than _____ and no/100 Dollars (\$ _____) per occurrence with respect to damage to property, such limits to be for any

greater amounts as may be reasonably indicated by circumstances from time to time existing. Lessee shall furnish Lessor with a certificate of such policy within one hundred (120) days after the date hereof and whenever required shall satisfy Lessor that such policy is in full force and effect. Such policy shall name Lessor and any mortgagee as an additional insured. The policy shall further provide that it shall not be cancelled or altered without thirty (30) days prior written notice to Lessor. The policy shall insure against all such liabilities arising from the use and/or ownership of the Facility, the Facility Site and/or any access easements that serve the Facility Site.

g. To Repair and Restore in Case of Damage or Destruction. In case of damage or destruction, from time to time, by fire or otherwise, to repair, restore, or rebuild the Facility to its condition immediately prior to the damage or destruction or to a superior condition with all reasonable dispatch; provided, that in case of any such damage or destruction, the Lessor shall apply any insurance money recovered by or paid to it to such repair, restoration, or rebuilding; and provided, further that all insurance money recovered and not paid to the Lessor shall first be so applied; and provided, also, that in case the Lessee shall not so repair, restore, or rebuild, then all such insurance money shall be paid to the Lessor as liquidated damages for the breach of the Lessee's covenant to so repair, restore or rebuild.

h. **To Keep in Repair.** To keep the Facility to be erected and all other buildings and erections which may at any time during the said term be erected upon the demised premises in good condition and repair.

i. **Not to Suffer Unlawful Use.** Not to make or suffer any use or occupancy of the demised premises contrary to any law or ordinance now or hereafter in force.

j. **To Indemnify Against Costs, etc.** To indemnify the Lessor against all liability, costs and expenses, including counsel fees, incurred in or about the premises, or in the defense of any action or proceeding, or in discharging the premises from any charge, lien, or encumbrance, or in obtaining possession after default of the Lessee.

k. **Use of the Facility.** To continuously operate and use the Facility as the Hall of Fame in the manner and as described in the Hall of Fame Agreement. Additionally, to continuously operate and use the Facility as the professional golf hall of fame facility in the manner and as described in Section 228.1168 Florida Statutes (1993) for the time period described in Section 212.20(5)(g) 4.b. Florida Statutes(1993).

l. **Only professional golf hall of fame as per Section 288.1168 Florida Statutes.** It is the only entity that is authorized and recognized by the PGA Tour, Inc. to construct and operate the Facility in the manner contemplated by Section 288.1168 Florida Statutes for the time period described in Section 212.20(5)(g) 4.b. Florida Statutes (1993).

5. **Lessor's Covenants.** The Lessor hereby covenants with the Lessee as follows:

a. **For Quiet Enjoyment.** To permit the Lessee at all times during the Ground Lease Term to peacefully and quietly have, hold and enjoy the Facility Site without hinderance or molestation subject to the terms hereof and subject to the Lessor's lawful exercise of its governmental powers.

b. **Title to Facility Sight.** Upon the Commencement Date and throughout the Ground Lease Term, the Lessor shall not claim title to the Facilities constructed on the Facility Site unless such claim is authorized by law or by a provision in this Ground Lease.

c. **Leasehold Estate.** The Lessee shall at all times during the Ground Lease Term have a valid and enforceable leasehold estate in the Lessor's interest in the Facility Site and in the Facility with full right to the use, enjoyment and possession of such leasehold estate in the manner set forth herein.

6. **Taxes and Fees.**

a. The Lessee agrees to pay, any and all lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Facility Site or any interest in this Ground Lease, or any possessory

right which the Lessee may have in or to the Facility Site by reason of its use or occupancy thereof or otherwise.

b. Notwithstanding the foregoing provision, either the Lessor or the Lessee shall, after notifying the other party hereto of its intention to do so, have the right in its own name or behalf, or in the name and behalf of the other party hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest, the Lessee may, to the extent allowed by applicable law, refrain from paying such tax or assessment.

7. Condemnation.

a. In the event that any person, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the Ground Lease Term acquire title to all or a portion of the Facility Site:

i. if such person acquires title to such a substantial portion of the Facility Site that the Lessee reasonably determines that it cannot economically make use of the residue thereof subject to such defect for the lawful purposes intended or permitted by this Ground Lease, such acquisition of title shall terminate the Ground Lease Term, effective as of the date on which the condemning party takes title thereof and the net

proceeds resulting therefrom shall be applied first to payment of the amount secured by any leasehold mortgage then outstanding hereunder, and, second, the balance, if any, shall be paid to the Lessor and the Lessee, as their respective interests may appear;

ii. if such person acquires title to a portion of the Facility Site such that the Lessee reasonably determines that it can economically make beneficial use of the residue thereof subject to such defect for the purposes intended by this Ground Lease, then this Ground Lease shall continue in full force and effect and the net proceeds resulting therefrom shall be paid to the Lessor and the Lessee, as their respective interests appear.

b. It is understood that the foregoing provisions of this paragraph 7 shall not in any way restrict the right of the Lessor or the Lessee to appeal the award made by any court or other public agency in any condemnation proceeding.

8. **Estoppel Certificates.** The Lessor, at any time and from time to time, upon not less than thirty (30) days prior written notice from the Lessee, will execute, acknowledge and deliver to the Lessee and any mortgagee, or to whomsoever they or any of them may direct, a certificate of the Lessor certifying that this Ground Lease is unmodified (or, if there have been any modifications, identifying the same), that this Ground Lease is in full

force and effect, if it is; and that the Lessor has no knowledge of a default hereunder (or, if so, specifying the default).

9. **Environmental Matters.** The Lessee hereby represents, warrants and covenants to and for the benefit of the Lessor that during the Ground Lease Term:

a. the location, construction, occupancy, operation, condition and use of any improvements to the Facility Site will not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority, or any restrictive covenant or deed restriction (recorded or otherwise) affecting same, including without limitation all applicable zoning ordinances and building codes, flood disaster, occupational health and safety laws and environmental laws;

b. without limitation of clause (a) immediately above, it will not take any action or refrain from taking any action that would cause such improvements or the Lessee to be in violation of or subject to any existing, pending or threatened investigation, request for information, administrative or consent order or agreement, litigation or settlement by any governmental authority or subject to any investigatory or remedial obligations under any environmental laws or the common law with respect to the presence or suspected presence of hazardous materials contamination;

c. it will not take any action or refrain from taking any action that would cause it to be subject to any liability or obligation relating to: (A) the environmental conditions on, under or about the Facilities and the Facility Site, including without limitation, the air, soil, surface and groundwater conditions; or (B) the use, management, handling, transport, treatment, generation, storage, disposal, release or discharge of any hazardous materials;

d. it will not do or refrain from doing anything that will require it to obtain or make application for any permits, licenses or similar authorizations to construct, occupy, operate or use, or relating to the existence of any Facilities and the Facility Site by reason of any environmental laws;

e. it will take all steps necessary to determine that no hazardous materials will be located on the Facility Site or have escaped or been released into the environment, or deposited, spilled, leaked, discharged, or disposed of at, on, from, under or near such Facilities and the Facility Site or any portion thereof. No portion of such Facilities and the Facility Site will be used by any person at any time for the generation, disposal, storage, treatment, processing or other handling of hazardous materials, nor will any part of such Facilities and the Facility Site be affected by any hazardous materials contamination;

f. it will cause each of its contractors, tenants and invitees, to comply in all respects with the requirements of all governmental authorities pursuant to environmental

laws or the common law. The Lessee shall not cause or permit any hazardous materials to be brought upon or kept or used on or about the Facility Site in violation of any environmental law or which results in any hazardous materials contamination;

g. it agrees to immediately notify the Lessor and to provide the Lessor with copies of any notifications of discharges or releases or threatened releases or discharges of a hazardous material on, upon, into, or from the Facility Site which are given or required to be given by or on behalf of the Lessee to any governmental authorities. Such copies of notifications shall be delivered to the Lessor at the same time as they are delivered to the governmental authorities. The Lessee further agrees promptly to undertake and diligently pursue to completion any appropriate and legally required or authorized investigation, abatement and remedial containment and cleanup action in the event of any release or discharge, or threatened release or discharge, of a hazardous material on, upon, into or from the Facility Site;

h. in the event of any hazardous materials contamination, the hazardous materials contamination shall be immediately remediated by the Lessee and all hazardous materials removed from the Facility Site as required by and in accordance with all environmental laws and as necessary to safeguard the public health and the environment, at the Lessee's sole cost and expense. In the course of remediating any hazardous material contamination, or in the event the Lessee is required to remove hazardous materials from the Facility Site or Facility by any governmental authority, such hazardous materials shall

be handled, removed, used or disposed of in accordance with all environmental laws and prudent industry practices regarding management of such hazardous materials; and

i. in strict compliance with all environmental laws, the Lessee shall not cause, permit or suffer any hazardous material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Facility or Facility Site or any portion thereof by it or by its respective agents, employees, contractors, tenants or invitees, or any other person;

10. **Amendments.** The terms of this Ground Lease shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessee and the Lessor.

11. **Binding Effect.** This Ground Lease shall inure to the benefit of and shall be binding upon the Lessee and the Lessor and their respective successors and assigns.

12. **No Merger of Leasehold Estate.** There shall be no merger of this Ground Lease or of the leasehold estate hereby created with the fee estate in Facility Site the by reason of the fact that, through the exercise of remedies hereunder or otherwise, the same person may acquire or hold, directly or indirectly, this Ground Lease or leasehold estate hereby created or any interest herein or therein, and the fee estate in the Facility Site or any

interest in such fee estate. This section shall not prevent such merger by an appropriate written instrument evidencing the intent to accomplish such merger.

13. **Notices.** All notices, certificates, requests or other communications (other than rent payments) hereunder shall be in writing and shall be deemed to have been given or made when delivered personally, by commercial carrier, by facsimile or by first class certified mail, postage prepaid, return receipt requested, to the parties at the following addresses, or to such other address or addresses as shall be designated by the parties in writing:

Lessor: c/o County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32095

Lessee: World Golf Village, Inc.
Attention: President
112 TPC Boulevard
Ponte Vedra Beach, Florida 32082

14. **Severability.** In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. In no event shall the Lessee have any cause of action against the officers or employees of the Lessor, or against any elected official of the Lessor based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

15. **Applicable Law, Venue.** This Ground Lease shall be governed by and construed in accordance with the laws of the State of Florida. This instrument shall be deemed to have been executed and entered into within the State of Florida and any dispute arising

hereunder shall be governed by the laws of the State of Florida with venue in St. Johns County, Florida.

16. **Execution in Counterparts.** This Ground Lease may be executed in several counterparts, each of which together with a counterpart executed by each of the other parties hereto and thereto shall constitute a single original and shall constitute but one and the same instrument.

17. **Defaults and Remedies.**

a. Each of the following shall be deemed a default by the Lessee and a breach of this Ground Lease:

- i. Failure to pay the rent herein reserved, or any part thereof, after the same is due;
- ii. Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements, and provisions in this Ground Lease contained on the part of the Lessee to be done, observed, kept and performed, for a period of thirty (30) days after written notice;
- iii. The abandonment of the Facility Site by the Lessee, the adjudication of the Lessee as a bankrupt, the making by the Lessee of a

general assignment for the benefit of creditors, the taking by Lessee of the benefit of any insolvency act or law, the commencement of a proceeding against Lessee under the Bankruptcy Code, or any amendment thereto, which is not dismissed within sixty (60) days, the appointment of a permanent receiver, or trustee in bankruptcy for the Lessee's property, the appointment of a temporary receiver which is not vacated or set aside within sixty (60) days from the date of such appointment, and the levy, or a writ of execution, on the business of the Lessee conducted on the Facility Site not discharged within sixty (60) days thereafter.

b. In the event of any default by the Lessee, the Lessor may serve a written notice upon the Lessee that the Lessor elects to terminate this Lease upon a specified date not less than sixty (60) days after the date of serving such notice. In the event that the Lessor elects to terminate this Lease in the manner provided in this paragraph 17, this Lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term herein granted, unless such default shall have been cured within the applicable period provided in such notice or, if such default is capable of being cured but cannot reasonably be cured within such period, unless Lessee shall have commenced, within the applicable period provided in such notice, actions reasonably designed or intended to cure such default in the soonest time practicable.

c. In the event of default by Lessee, the Lessor shall use its best reasonable efforts to serve a written notice upon SJH Partnership, Ltd. that the Lessor elects to terminate this Lease upon the date specified in Lessor's notice to Lessee described in subsection (b.) above. It shall be the obligation of SJH Partnership to advise the Lessor from time to time of its current address. SJH Partnership, Ltd. shall have the right to cure any default by Lessee at anytime up to the sooner to occur of (i) the date sixty (60) days after it receives written notice of election to terminate from the County, or (ii) the date sixty (60) days following the termination of this Lease by Lessor as a result of such default. Upon such cure by SJH Partnership, Ltd., this Lease shall be reinstated and thereafter remain in full force and effect as if no such default had occurred.

d. Upon any default by Lessee, after the expiration of the cure period described in paragraph b. above, Lessor shall have all remedies available at law or in equity at the time of such default.

18. **No Personal Liability.** No covenant or agreement contained in this Ground Lease shall be deemed to be the covenant or agreement of any member of the Lessor or the Lessee or any officer, employee or agent of the Lessor or the Lessee, or of any successor thereto, in an individual capacity, and neither the members of the Lessor or the Lessee executing this Ground Lease nor any officer, employee, agent of the Lessor or the Lessee shall be personally liable or accountable by reason of the execution or delivery hereof.

19. **Further Assurances.** The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Ground Lease.

20. **Radon.** Section 404.056, Florida Statutes, requires that the following notification be given: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

21. **Automatic Termination of Ground Lease.** Notwithstanding anything to the contrary herein contained, this Ground Lease shall automatically terminate if any of the following events occurs:

a. the State of Florida Department of Commerce fails or refuses to certify the Facility pursuant to paragraph (1) of Section 288.1168 Florida Statutes prior to December 31, 1996, provided however, nothing contained herein shall be deemed to require recertification pursuant to paragraph (6) of Section 288.1168 Florida Statutes;

b. the Lessee fails to initiate construction of the Facility on or before December 31, 1996;

c. if at anytime prior to December 31, 1996 the Lessor and Lessee jointly determine in writing that the development of the Hall of Fame described in the Hall of Fame Agreement is not feasible;

d. title to the Facility Site reverts to SJH Partnership, ltd. by operation of the reverter provisions contained in the Warranty Deed dated March ____, 1995 recorded [under Clerks No. 95-_____] [in ORV _____ page _____ official public record of St. Johns County, Florida] [simultaneous with this Lease].

22. **Replacement of Facility.** Lessee may remove or destroy the Facility or any portion thereof for the purpose of forthwith replacing the same with a new building or portion thereof of equal or greater value.

23. **Surrender or Termination.** At the termination of the Ground Lease Term, either by forfeiture, default or lapse of time, the Lessee shall surrender the demised premises including the Facility, to the Lessor which shall thereafter be the property of Lessor. All personal property, including exhibits, equipment and other tangible items shall remain the property of Lessee and shall be removed upon termination of this Ground Lease.

24. **Subordination.** The Facility Site is located within an approximately thirty nine hundred acre parcel of property located in northwest St. Johns County referenced as the Interchange Parcel in that certain Development of Regional Impact Order approved by

St. Johns County Resolution No. 91-130, as the same may be modified from time to time (the "St. Johns DRI"). The Lessor and Lessee understand and acknowledge that SJH Partnership, Ltd., a Florida limited partnership, the owner of the property made the subject of the St. Johns DRI, intends to cause to be recorded certain declarations of covenants, easements and restrictions which will, *inter alia*, impose land use restrictions, grant easements, provide for the formation of property owners associations, provide for the payment of assessments and otherwise impose rights and obligations designed to cause the orderly development and operation of the property, including the Facility Site. The Lessor's grantor has conveyed the Facility Site to the Lessor, in part, in consideration of the Lessor's and Lessee's agreement to cause the Facility Site and the interest of the Lessee under this Ground Lease to be subjected to and governed by certain of such declarations of covenants, easements and restrictions in the manner hereinafter provided. By Lessor's acceptance of the conveyance of the Facility Site and by Lessee's acceptance of the estate hereby created, Lessor and Lessee hereby agree to join in and subject the Facility Site to the declarations of covenants, easements and restrictions hereinafter imposed provided, however, all such declarations of covenants, easements and restrictions shall:

- i. be reasonably acceptable to Lessor and Lessee; and
- ii. shall not impose any monetary or financial obligation on Lessor or its property, including the Facility Site, unless and until such Facility Site

is leased to or operated by a non-governmental third party and then only during the period of such lease or use, provided that such monetary or financial obligations are payable solely from net Facility Site lease or operation payments received by the Lessor or payable by such non-governmental third party;

iii. shall not cause the Lessor to be in violation of any Florida or federal law or regulation; and

iv. shall not create or have the potential to create a forecloseable lien on the fee title to the Facility Site during such times as the fee title to the Facility Site is owned by a governmental entity.

Lessor's grantor, SJH Partnership, Ltd., shall be deemed to be a third party beneficiary of this subordination by Lessor and Lessee.

25. **Miscellaneous Provisions.**

a. **Gender.** Whenever the singular number is used in this Ground Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word "person" shall include corporation, firm or association.

b. Headings. The headings or titles to paragraphs of this Ground Lease are not a part of this Ground Lease and shall have no effect upon the construction or interpretation of any part of this Ground Lease.

c. Entire Agreement. This instrument contains all of the agreements and conditions made between the parties of this Ground Lease and may not be modified orally or in any other manner than by agreement in writing signed by all parties to this Ground Lease.

d. **TIME IS OF THE ESSENCE** of each term and provision of this Ground Lease.

e. Payments. Except as otherwise expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made by Lessee.

f. Binding Effect. The terms and provisions of this Ground Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators and successors of Lessor and Lessee.

g. Costs. All covenants and agreements to be performed by Lessee under any of the terms of this Ground Lease shall be performed by Lessee at Lessee's sole cost and expense and without any abatement of rent.

h. Consent. Where the consent of the Lessee or Lessor is required, such consent will not be unreasonably withheld.

i. Relationship; Assignment. This Ground Lease shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and/or sale and not assignable by Lessee.

j. Force Majeure. Lessor and Lessee shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond their control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any material, services, or insurance proceeds, or through acts of God.

k. Independent of Other Documents. The provisions of this Ground Lease are independent of and shall not affect or be affected by any matters contained in Resolution Number 95-28 of St. Johns County adopted February 14, 1995 or contained in that certain

Tourism Development Agreement By and Between St. Johns County, Florida and PGA Tour, Inc. dated as of November 26, 1991 as amended.

1. **Promotion.** Except as may be required under Section 288.1168 Florida Statutes, neither the Lessee nor any of its divisions or subsidiaries will enter into any agreement with the State of Florida, any political subdivision of the State of Florida other than St. Johns County, Florida, or any other governmental or governmental sponsored entity (collectively or singularly, the "Government") that is located within 100 miles of the boundaries of St. Johns County to promote the Facility as being in or near such Government or Governmental entity without the County's prior written consent. The County shall be exclusively promoted as the home of the Facility.

IN WITNESS WHEREOF, the Lessee has caused this Ground Lease to be executed in its corporate name and its corporate seal to be hereunto affixed and attested by its duly authorized officers and the Lessor has caused this Ground Lease to be executed in its name and its seal to be hereunto affixed by its duly authorized officials, all as of the date first above written.

ST. JOHNS COUNTY, FLORIDA by its Board of County Commissioners

[SEAL]

By: _____
Its Chair

Dated: _____

ATTEST:

By: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 1995, by _____, the _____, of the Board of County Commissioners of St. Johns County Florida, on behalf of St. Johns County, Florida, a political subdivision of the State of Florida. _____ is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires: _____
My Commission Number is: _____

WORLD GOLF VILLAGE, INC.

[SEAL]

Dated: _____

ATTEST:

By: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 1995, by _____, the _____, of _____, a Florida _____, on behalf of the _____ is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires: _____
My Commission Number is: _____

EXHIBIT "A"

FACILITY SITE

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 565.67 FEET; THENCE SOUTH 62°27'01" WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1147.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08°14'57" EAST, A DISTANCE OF 74.11 FEET; THENCE SOUTH 78°58'23" WEST, A DISTANCE OF 103.69 FEET; THENCE SOUTH 23°57'14" EAST, A DISTANCE OF 194.61 FEET; THENCE NORTH 53°07'06" EAST, A DISTANCE OF 96.78 FEET; THENCE SOUTH 43°46'25" EAST, A DISTANCE OF 97.13 FEET; THENCE SOUTH 39°20'03" WEST, A DISTANCE OF 167.60 FEET; THENCE SOUTH 86°22'41" WEST, A DISTANCE OF 119.44 FEET; THENCE NORTH 60°53'38" WEST, A DISTANCE OF 177.20 FEET; THENCE NORTH 23°57'14" WEST, A DISTANCE OF 120.05 FEET; THENCE NORTH 15°37'51" EAST, A DISTANCE OF 190.52 FEET; THENCE NORTH 66°02'47" EAST, A DISTANCE OF 92.18 FEET; THENCE NORTH 88°46'33" EAST, A DISTANCE OF 161.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.48 ACRES MORE OR LESS.

Together with a non-exclusive easement over the following described parcel as provided in that certain Access Easement recorded in ORV _____ page _____ public records of St. Johns County, Florida.

A PART OF SECTIONS 10, 43 AND 44, TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10, THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET, THENCE SOUTH 05°35'47" WEST, CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET, THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'13" WEST AND A CHORD DISTANCE OF 206.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 41°20'46" WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID PROPOSED RIGHT-OF-WAY LINE, THENCE SOUTH 44°29'54" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 362.78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THENCE SOUTHWESTERLY, LEAVING SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 45°30'05" WEST, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE, THENCE NORTH 49°24'42" WEST, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 85°53'25" WEST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°23'58" WEST AND A CHORD DISTANCE OF 633.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2600.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 409.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°12'18" WEST AND A CHORD DISTANCE OF 409.39 FEET TO THE END OF SAID CURVE, THENCE NORTH 77°57'05" EAST, A DISTANCE OF 50.46 FEET, THENCE NORTH 14°27'25" WEST, A DISTANCE OF 100.09 FEET, THENCE NORTH 77°57'04" EAST, A DISTANCE OF 25.01 FEET, THENCE NORTH 13°29'58" WEST, A DISTANCE OF 100.03 FEET, THENCE SOUTH 77°57'04" WEST, A DISTANCE OF 25.00 FEET, THENCE NORTH 12°31'49" WEST, A DISTANCE OF 100.00 FEET, THENCE SOUTH 77°57'05" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6000.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°46'20" WEST AND A CHORD DISTANCE OF 57.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 11°29'43" WEST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 561.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°35'09" EAST AND A CHORD DISTANCE OF 554.00 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 196.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°09'22" EAST AND A CHORD DISTANCE OF 195.50 FEET TO THE END OF SAID CURVE, THENCE SOUTH 54°21'18" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 730.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 470.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54°07'01" EAST AND A CHORD DISTANCE OF 462.59 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 870.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°37'24" EAST AND A CHORD DISTANCE OF 180.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 60°39'29" EAST, A DISTANCE OF 118.25 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 193.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°17'43" EAST AND A CHORD DISTANCE OF 180.74 FEET, THENCE NORTH 44°45'04" EAST, A DISTANCE OF 100.00 FEET, THENCE NORTH 45°14'56" WEST, A DISTANCE OF 89.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3945.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°37'09" WEST AND A CHORD DISTANCE OF 224.40 FEET TO THE END OF SAID CURVE, THENCE SOUTH 59°31'58" WEST, A DISTANCE OF 470.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1100.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1363.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°01'08" WEST AND A CHORD DISTANCE OF 1277.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 11°29'43" EAST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6100.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°01'28" EAST AND A CHORD DISTANCE OF 325.56 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2500.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 430.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°37'17" EAST AND A CHORD DISTANCE OF 429.88 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 858.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°23'58" EAST AND A CHORD DISTANCE OF 773.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 85°53'25" EAST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 750.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 517.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°21'20" EAST AND A CHORD DISTANCE OF 506.98 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2922.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 397.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°42'21" EAST AND A CHORD DISTANCE OF 397.00 FEET TO THE END OF SAID CURVE, THENCE SOUTH 41°48'12" EAST, A DISTANCE OF 375.77 FEET TO AN ANGLE POINT IN SAID PROPOSED RIGHT-OF-WAY LINE, THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 475.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°30'06" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF CUSP OF A CURVE, SAID POINT ALSO BEING IN THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE, THENCE NORTH 44°29'54" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.48 ACRES MORE OR LESS.

~~SUBJECT TO~~ HOTEL ACCESS EASEMENT

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 310.00 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF PROPOSED RAMP, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 151.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAMP, AN ARC DISTANCE OF 53.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 393.35 FEET; THENCE SOUTH 65°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.10 FEET; THENCE NORTH 69°50'38" WEST, A DISTANCE OF 140.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 69°50'38" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 709.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE 1103.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°22'52" WEST AND A CHORD DISTANCE OF 995.25 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 662.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 428.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°26'57" WEST AND A CHORD DISTANCE OF 421.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°01'12" WEST, A DISTANCE OF 59.67 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 741.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 198.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°20'11" WEST AND A CHORD DISTANCE OF 198.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE 58°39'09" WEST, A DISTANCE OF 37.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 745.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 989.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°17'54" WEST AND A CHORD DISTANCE OF 918.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°14'56" WEST ALONG A LINE TO ITS INTERSECTION WITH A SOUTHWESTERLY LINE OF WORLD GOLF DRIVE, A DISTANCE OF 222.60 FEET; THENCE NORTH 44°45'04" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF WORLD GOLF DRIVE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 45°14'56" EAST LEAVING SAID WORLD GOLF DRIVE, A DISTANCE OF 222.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 645.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 856.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°17'54" EAST AND A CHORD DISTANCE OF 795.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°39'09" EAST, A DISTANCE OF 37.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 841.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°20'10" EAST AND A CHORD DISTANCE OF 224.99 FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 742.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 480.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°26'57" EAST AND A CHORD DISTANCE OF 471.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°55'06" EAST, A DISTANCE OF 59.67 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 769.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1196.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°22'52" EAST AND A CHORD DISTANCE OF 1079.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.73 ACRES MORE OR LESS.

HALL OF FAME MORTGAGE PARCEL ACCESS EASEMENT

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 565.67 FEET; THENCE SOUTH 62°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1147.62 FEET; THENCE SOUTH 88°46'33" WEST, A DISTANCE OF 130.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°46'33" WEST, A DISTANCE OF 30.64 FEET; THENCE SOUTH 66°02'47" WEST, A DISTANCE OF 31.26 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 144.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°04'45" WEST AND A CHORD DISTANCE OF 75.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°04'56" EAST, A DISTANCE OF 83.16 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 64.91 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°57'17" WEST AND A CHORD DISTANCE OF 35.86 FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 78.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°14'31" WEST AND A CHORD DISTANCE OF 61.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67°29'41" WEST, A DISTANCE OF 35.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 108.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°33'46" WEST AND A CHORD DISTANCE OF 99.49 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 287.75 FEET; THENCE

NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 01°39'58" EAST AND A CHORD DISTANCE OF 106.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°02'15" WEST, A DISTANCE OF 32.45 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°52'03" WEST AND A CHORD DISTANCE OF 34.63 FEET TO A POINT OF CUSP ON THE SOUTHERLY LINE OF THE HOTEL ACCESS EASEMENT, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 745.24 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 106.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°13'17" EAST AND A CHORD DISTANCE OF 106.48 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID SOUTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°02'37" WEST AND A CHORD DISTANCE OF 33.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°02'15" EAST, A DISTANCE OF 35.79 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 347.75 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01°39'58" WEST AND A CHORD DISTANCE OF 129.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 17.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°33'46" EAST AND A CHORD DISTANCE OF 22.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 67°29'41" EAST, A DISTANCE OF 35.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 138.25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 112.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°14'31" EAST AND A CHORD DISTANCE OF 109.16 FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 124.91 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 69.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°57'13" EAST AND A CHORD DISTANCE OF 69.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°04'56" WEST, A DISTANCE OF 83.16 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 84.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°25'25" EAST AND A CHORD DISTANCE OF 50.84 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 0.78 ACRES MORE OR LESS.

EXHIBIT "C"
PGA Tour Letter

PGA TOUR
112 TPC Boulevard
Ponte Vedra Beach, Florida 32082
904-285-3700



Edward L. Moorhouse
Executive Vice President
Legal & International Affairs

April 3, 1995

Ms. Barbara Ward, Chairman
St. Johns County Commission
P. O. Drawer 349
St. Augustine, FL 32085

RE: World Golf Village, Inc.

Dear Chairman Ward:

World Golf Village, Inc. has proposed to construct and operate in the DRI known as Saint Johns a professional Golf Hall of Fame facility consisting of approximately 100,000 square feet.

PGA TOUR, Inc. hereby represents that such Hall of Fame facility, when constructed (i) will be the only professional Golf Hall of Fame in the United States recognized by the PGA TOUR, Inc. in the manner and as required by Section 288.1168(2)(a), Florida Statutes, and (ii) that World Golf Village is the only entity that PGA TOUR, Inc. will authorize to construct and operate such facility.

Very truly yours,

A handwritten signature in black ink, appearing to read "E. L. Moorhouse", written over a horizontal line.

Edward L. Moorhouse

elm:dms

EXHIBIT C



EXHIBIT "D"

**Application
(Previously Delivered)**

EXHIBIT D

APPLICATION FOR CERTIFICATION AS A FACILITY FOR
PROFESSIONAL GOLF HALL OF FAME

TO: DEPARTMENT OF COMMERCE
c/o Florida Sports Foundation, Inc.
107 W. Gaines Street, Suite 466
The Collins Building
Tallahassee, Florida 32399-2000

**APPLICATION
PURSUANT TO:
SECTION 288.1168, Florida Statutes**

APPLICANT: WORLD GOLF VILLAGE, INC. (formerly known as PGA TOUR Hall of Fame, Inc.) a not-for-profit Florida corporation described in Internal Revenue Code Section 501(c)(3), a private sector group that has contracted to construct and operate a professional golf hall of fame on the land owned by St. Johns County, Florida, a unit of local government as defined in Section 218.369, Florida Statutes.

FACILITY: Professional golf hall of fame and related support facilities.

APPLICATION IS HEREBY MADE by and on behalf of World Golf Village, Inc., under the provisions of Section 288.1168, Florida Statutes, for certification of the applicant pursuant to Section 288.1168.

The original and five (5) copies of this application contain the below information in compliance with the requirements of Section 288.1168, Florida Statutes.

(1) **The professional golf hall of fame facility is the only professional golf hall of fame in the United States recognized by the PGA TOUR, Inc.**

- The Amended and Restated Agreement between PGA TOUR, Inc. and World Golf Village, Inc., dated _____, 1995, in which PGA TOUR, Inc. recognizes the professional golf hall of fame facility of the applicant as the only professional golf hall of fame in the United States at Section 2.2 thereof is attached hereto as Exhibit 1.

(2) **The applicant is a unit of local government as defined in Section 218.369 or a private sector group that has contracted to construct or operate the professional golf hall of fame facility on land owned by a unit of local government.**

- A Ground Lease agreement dated _____, 1995, by and between World Golf Village, Inc. and St. Johns County, Florida, and supplementary materials leasing the land upon which the professional golf hall of fame facility will be constructed and operated is attached hereto as Exhibit 2. Section 4.b of the Ground Lease obligates World Golf Village, Inc. to construct the professional golf hall of fame facility and Section 4.k of the Ground Lease obligates World Golf Village, Inc. to continuously use and operate the facility as a professional golf hall of fame. Also included in Exhibit 2 is a copy of the November 25, 1991 Tourism Development Agreement by and between St. Johns County, Florida and PGA TOUR, Inc., which is referenced in the Ground Lease.
- A certified copy of World Golf Village, Inc.'s Articles of Incorporation, letters dated April 8, 1991 and June 20, 1994 from the Internal Revenue Service District Director regarding World Golf Village, Inc.'s exempt status and a certificate of good standing for World Golf Village, Inc. are attached hereto as Exhibit 3.
- A copy of the Warranty Deed dated _____, 1995 by and between SJH Partnership, Ltd. and St. Johns County, Florida, pursuant to which SJH Partnership, Ltd. conveyed the land on which the professional golf hall of fame facility will be constructed and operated to St. Johns County, Florida, a unit of local government pursuant to Section 218.369, Florida Statutes, is attached hereto as Exhibit 4.

(3) **The municipality in which the professional golf hall of fame facility is located, or the county if the facility is located in an unincorporated area, has certified by resolution after a public hearing that the application serves a public purpose.**

- A map showing that the professional golf hall of fame facility is located in an unincorporated area is attached hereto as Exhibit 5.
- A certified copy of the resolution approved by the St. Johns County Commission dated _____, 1995 certifying that the application serves a public purpose is attached hereto as Exhibit 6.
- A certified copy of the minutes of St. Johns County Commission public hearing held on April 11, 1995 and a

copy of the proof of publication of a notice for such hearing are attached hereto as Exhibit 7.

(4) **There are existing projections that the professional golf hall of fame facility will attract a paid attendance of more than 300,000 annually.**

- A report prepared by ICF/Kaiser Engineers, Inc. for World Golf Village, Inc. dated December 1994 showing that the golf hall of fame facility will attract paid attendance of more than 300,000 annually is attached hereto as Exhibit 8.

(5) **There is an independent analysis or study, using methodology approved by the department, which demonstrates that the amount of the revenues generated by the taxes imposed under part 1 of chapter 212 with respect to the use and operation of the professional golf hall of fame facility will equal or exceed \$2 million annually.**

- A report prepared by ICF/Kaiser Engineers, Inc. for World Golf Village, Inc. dated December 1994, demonstrating using standard and accepted methodology, that the amount of revenues generated by taxes imposed under part 1 of chapter 212 with respect to the use and operation of the professional golf hall of fame facility will exceed \$2 million annually is attached hereto as Exhibit 9.

(6) **The applicant has submitted an agreement to provide \$2 million annually in national and international media promotion of the professional golf hall of fame facility, Florida, and Florida tourism, through the PGA TOUR, Inc. or its affiliates at the then current commercial rate, during the period of time that the facility receives funds pursuant to Section 212.20. The Department of Commerce and the PGA TOUR, Inc., or its affiliates, must agree annually on a reasonable percentage of advertising specifically allocated for generic, Florida advertising. The Department of Commerce shall have final approval of all generic advertising. Failure on the part of the PGA TOUR, Inc., or its affiliates to annually provide the advertising as provided in this paragraph or subsection (6) shall result in the termination of funding as provided in Section 212.20.**

- A letter dated November 2, 1993 between PGA TOUR, Inc. (on behalf of it and its subsidiaries) and the Secretary of Commerce sets forth PGA TOUR, Inc.'s commitment (on behalf of it and its subsidiaries) to provide \$2 million annually in national and international media promotion of the professional golf hall of fame facility, Florida and Florida tourism is attached hereto as Exhibit 10. The letter also includes the proposed categories of such

promotion. Section 2.5 of Exhibit 1 hereto, which is the Amended and Restated Agreement between PGA TOUR, Inc. and World Golf Village, Inc. dated _____, 1995, sets forth PGA TOUR, Inc.'s obligation to provide promotion on behalf of World Golf Village, Inc. as required by Section 288.1168, Florida Statutes.

(7) **Documentation exists that demonstrates that the applicant has provided, is capable of providing, or has financial or other commitments to provide more than one-half of the costs incurred or related to the improvement and development of the facility.**

- A detailed outline of the sources and uses of funds for the improvement and development of the facility showing that applicant has provided, is capable of providing or has financial or other commitments to provide more than one-half of the costs incurred or related to the improvement and development of the facility is attached hereto as Exhibit 11.

(8) **The application is signed by an official senior executive of the applicant and is notarized according to Florida law providing for penalties for falsification.**

- The application is signed under oath by Timothy W. Finchem, Chairman and President of World Golf Village, Inc.

(9) **An applicant that is a private sector group has filed a public entity crime affidavit as required by Section 287.133(3)(a).**

- A sworn statement under Section 287.133(3)(a), Florida Statutes, signed by Timothy W. Finchem, is attached hereto as Exhibit 12.

IN WITNESS WHEREOF, I have hereunto set my hand as _____ and have caused the corporate seal of World Golf Village, Inc. to be affixed on _____, 1995.

ATTEST:

WORLD GOLF VILLAGE, INC.

By: _____

By: _____
Timothy W. Finchem
Chairman and President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by Timothy W. Finchem, as Chairman and President of World Golf Village, Inc. He is personally known to me and did take an oath.

NOTARY PUBLIC

sign _____

print _____

State of Florida

at Large

My Commission Expires:

(Notarial Seal)

march95\appl.wgv

EXHIBIT "E"
Access Easement

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

SJH PARTNERSHIP, LTD., a Florida limited partnership (the "SJH Partnership"), authorized to transact business in the State of Florida, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable considerations paid to SJH Partnership by St. Johns County, Florida, a political subdivision of the State of Florida (the "County"), hereby grants to the County, its successors and assigns, for the use, enjoyment and benefit of the County as the owner of the real property described on Exhibit A attached hereto and made a part hereof ("Hall of Fame Site"), its successors and assigns, a non-exclusive and perpetual easement and right-of-way, for the purposes herein expressed, over, under and across that certain parcel of real property (the "Easement Parcel") situated in St. Johns County, Florida, described on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the easement and right-of-way hereby granted unto the County, its successors and assigns, as an appurtenance to the Hall of Fame Site, upon and subject to the following terms, conditions and reservations:

1. The easement and right-of-way hereby granted shall be and exist for the purpose of providing to the County, its successors and assigns, including its lessee and their authorized guests, invitees and licensees including, without limitation, SJH Partnership, its officers, employees, agents and contractors, a way of passage, on or by foot and vehicle, over and upon the Easement Parcel. SJH Partnership, its successors and assigns, may adopt, and change from time to time, reasonable rules to regulate the persons and vehicles which may traverse, and conditions of use of, the Easement Parcel, provided, however, that SJH Partnership, its successors and assigns, shall not have the power or authority to adopt or attempt to enforce any rule which would have the effect of terminating or unreasonably restricting the easement and right-of-way hereby granted for governmental purposes (if and to the extent the Hall of Fame Site shall be used for governmental purposes) and as a way for passage or access to and from the Hall of Fame Site. SJH Partnership, with the consent of the County, intends to impose covenants and restrictions governing the orderly development of the Hall of Fame Site, the Easement Parcel and the surrounding property. Such covenants and restrictions will also provide the benefitted parcels, including the Hall of Fame Site, with certain drainage and utility easements. If SJH Partnership fails to record such covenants and restrictions containing drainage and utility easements prior to

December 31, 1996, then the Easement Parcel may also be used for drainage and utility service, but not otherwise.

2. SJH Partnership reserves unto itself, its successors and assigns, the perpetual rights and privileges of:

A. Access to, over, across and in the Easement Parcel for the purpose of installing and/or constructing improvements, equipment and facilities thereon and therein and for the purpose of inspecting and further improving, if desirable, the same; provided, however, that SJH Partnership, its successors and assigns, shall not have the power or authority to use the Easement Parcel for purposes which would have the effect of terminating or unreasonably restricting the easement and right of way hereby granted as a way for governmental purposes (if and to the extent the Hall of Fame Site shall be used for governmental purposes) and for passage or access to and from the Hall of Fame Site; and

B. Using, in common with others entitled to the use thereof, and granting, without the joinder or consent of the County, to other persons, corporations or other entities the right to use the Easement Parcel for the purposes and to the extent SJH Partnership may, in its sole discretion, deem appropriate; provided, however, that SJH Partnership, its successors and assigns, shall not have the power or authority to use or grant to others to use the Easement Parcel for

purposes which would have the effect of terminating or unreasonably restricting the easement and right-of-way hereby granted as a way for governmental purposes (if and to the extent the Hall of Fame Site shall be used for governmental purposes) and passage or access to and from the Hall of Fame Site; and

C. Using and occupying, and granting to others the right to use and occupy:

i. The surface of and air space over the Easement Parcel for any purpose which does not interfere with the non-exclusive and perpetual rights herein granted to the County including, without limitation, the construction, maintenance and use of roads, streets, parking areas and walkways and other improvements over, upon and across the same; and

ii. The subsurface of the Easement Parcel for any utility or drainage surface or other use or purpose which does not interfere with the non-exclusive rights herein granted to the County, including, without limitation, the right to construct, install, maintain and operate therein electrical, telephone, telegraph, telecommunication, gas gasoline and drainage fixtures, related equipment and facilities and the foundation and footings of and/or anchors for subsurface improvements.

3. SJH Partnership shall have the right to redesignate, relocate or close any part of the Easement Parcel without the consent or joinder of any party including the County, so long as (i) the Hall of Fame Site or any portion thereof is not denied reasonably equivalent access to a public dedicated street or highway by such redesignation, relocation or closure; and (ii) all improvements used by County within the boundaries of the then existing Easement Parcel for the direct benefit of the Hall of Fame Site or by its lessee are relocated, at the cost of SJH Partnership, to within the revised boundaries of the Easement Parcel.

4. In the event and to the extent that the Easement Parcel (as the same may be redesignated or relocated by SJH Partnership pursuant to paragraph 3 above) shall be dedicated to or otherwise acquired by the public, the provisions of this easement thereafter shall be of no further force or effect. SJH Partnership shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction, to dedicate to the public all or any part of the Easement Parcel.

5. For such time as SJH Partnership shall provide to the County, its successors and assigns (including its lessee) a satisfactory alternative temporary construction access easement to the Hall of Fame Site, the easement and right-of-way rights granted herein shall be deemed to exclude the right of ingress and egress over and upon the Easement Parcel by construction and supply vehicles servicing the Hall of Fame Site.

6. Unless (A) The County and the World Golf Village, Inc., a not for profit Florida corporation, have entered into and recorded a lease on or before December 31, 1995 providing such entity with the ability to construct and operate the professional golf hall of fame facility (the "Facility") contemplated by Section 288.1168 Florida Statutes (1993) on the Hall of Fame Site and (B) construction of the Facility has commenced on the Hall of Fame Site on or before December 31, 1996 (such commencement to be evidenced by a recorded notice of commencement prescribed by Chapter 713, Part I Florida Statutes) then the easement and right of way hereby granted shall, without entry or suit, immediately revert to and vest in SJH Partnership, its successor or assigns, and the grant made hereunder shall be null and void, and SJH Partnership, its successors and assigns, shall be entitled to immediate possession of the Easement Parcel and any improvements thereon; and no act or omission by SJH Partnership, its successors or assigns, shall be a waiver of the operation or enforcement of such condition.

IN WITNESS WHEREOF, SJH Partnership has caused this Access Easement to be executed in its name by its undersigned, duly authorized officers and its corporate seal to be hereunto affixed, this ____ day of _____, 19__.

EXHIBIT "A"

Deed

The Legal Description for the Deed is comprised of the following parcel:

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH $89^{\circ}32'10''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH $05^{\circ}35'47''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $09^{\circ}28'36''$ WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $24^{\circ}32'59''$ WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE NORTH $27^{\circ}32'59''$ WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 565.67 FEET; THENCE SOUTH $62^{\circ}27'01''$ WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1147.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $08^{\circ}14'57''$ EAST, A DISTANCE OF 74.11 FEET; THENCE SOUTH $78^{\circ}58'23''$ WEST, A DISTANCE OF 103.69 FEET; THENCE SOUTH $23^{\circ}57'14''$ EAST, A DISTANCE OF 194.61 FEET; THENCE NORTH $53^{\circ}07'06''$ EAST, A DISTANCE OF 96.78 FEET; THENCE SOUTH $43^{\circ}46'25''$ EAST, A DISTANCE OF 97.13 FEET; THENCE SOUTH $39^{\circ}20'03''$ WEST, A DISTANCE OF 167.60 FEET; THENCE SOUTH $86^{\circ}22'41''$ WEST, A DISTANCE OF 119.44 FEET; THENCE NORTH $60^{\circ}53'38''$ WEST, A DISTANCE OF 177.20 FEET; THENCE NORTH $23^{\circ}57'14''$ WEST, A DISTANCE OF 120.05 FEET; THENCE NORTH $15^{\circ}37'51''$ EAST, A DISTANCE OF 190.52 FEET; THENCE NORTH $66^{\circ}02'47''$ EAST, A DISTANCE OF 92.18 FEET; THENCE NORTH $88^{\circ}46'33''$ EAST, A DISTANCE OF 161.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.48 ACRES MORE OR LESS.

EXHIBIT "B"

Access Easement

The Legal Description to the Access Easement is comprised of the following three parcels (descriptions attached):

1. World Golf Drive Parcel
2. Hotel Access Easement Parcel
3. Hall of Fame Mortgage Parcel Access Easement

A PART OF SECTIONS 10, 43 AND 44, TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST, CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'13" WEST AND A CHORD DISTANCE OF 206.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID PROPOSED RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 362.78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY, LEAVING SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°23'58" WEST AND A CHORD DISTANCE OF 633.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 409.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°12'18" WEST AND A CHORD DISTANCE OF 409.39 FEET TO THE END OF SAID CURVE; THENCE NORTH 77°57'05" EAST, A DISTANCE OF 50.46 FEET; THENCE NORTH 14°27'25" WEST, A DISTANCE OF 100.09 FEET; THENCE NORTH 77°57'04" EAST, A DISTANCE OF 25.01 FEET; THENCE NORTH 13°29'58" WEST, A DISTANCE OF 100.03 FEET; THENCE SOUTH 77°57'04" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 12°31'49" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 77°57'05" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.96 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°46'20" WEST AND A CHORD DISTANCE OF 57.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°29'43" WEST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 561.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°35'09" EAST AND A CHORD DISTANCE OF 554.00 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 196.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°09'22" EAST AND A CHORD DISTANCE OF 195.50 FEET TO THE END OF SAID CURVE; THENCE SOUTH 54°21'18" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 730.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 470.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54°07'01" EAST AND A CHORD DISTANCE OF 462.59 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 870.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°37'24" EAST AND A CHORD DISTANCE OF 180.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°39'29" EAST, A DISTANCE OF 118.25 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 193.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°17'43" EAST AND A CHORD DISTANCE OF 180.74 FEET; THENCE NORTH 44°45'04" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 45°14'56" WEST, A DISTANCE OF 89.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°37'09" WEST AND A CHORD DISTANCE OF 224.40 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59°31'58" WEST, A DISTANCE OF 470.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1363.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°01'08" WEST AND A CHORD DISTANCE OF 1277.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°29'43" EAST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°01'28" EAST AND A CHORD DISTANCE OF 325.56 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 430.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°37'17" EAST AND A CHORD DISTANCE OF 429.88 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 858.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°23'58" EAST AND A CHORD DISTANCE OF 773.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°53'25" EAST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 517.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°21'20" EAST AND A CHORD DISTANCE OF 506.98 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2922.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 397.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°42'21" EAST AND A CHORD DISTANCE OF 397.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH 41°48'12" EAST, A DISTANCE OF 375.77 FEET TO AN ANGLE POINT IN SAID PROPOSED RIGHT-OF-WAY LINE; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 475.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°30'06" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF CUSP OF A CURVE, SAID POINT ALSO BEING IN THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 44°29'54" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.48 ACRES MORE OR LESS.

~~SUBJECT TO~~ HOTEL ACCESS EASEMENT

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 310.00 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF PROPOSED RAMP, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 151.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAMP, AN ARC DISTANCE OF 53.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 393.35 FEET; THENCE SOUTH 65°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.10 FEET; THENCE NORTH 69°50'38" WEST, A DISTANCE OF 140.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 69°50'38" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 709.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE 1103.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°22'52" WEST AND A CHORD DISTANCE OF 995.25 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 662.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 428.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°26'57" WEST AND A CHORD DISTANCE OF 421.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°01'12" WEST, A DISTANCE OF 59.67 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 741.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 198.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°20'11" WEST AND A CHORD DISTANCE OF 198.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE 58°39'09" WEST, A DISTANCE OF 37.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 745.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 989.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°17'54" WEST AND A CHORD DISTANCE OF 918.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°14'56" WEST ALONG A LINE TO ITS INTERSECTION WITH A SOUTHWESTERLY LINE OF WORLD GOLF DRIVE, A DISTANCE OF 222.60 FEET; THENCE NORTH 44°45'04" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF WORLD GOLF DRIVE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 45°14'56" EAST LEAVING SAID WORLD GOLF DRIVE, A DISTANCE OF 222.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 645.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 856.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°17'54" EAST AND A CHORD DISTANCE OF 795.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°39'09" EAST, A DISTANCE OF 37.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 841.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°20'10" EAST AND A CHORD DISTANCE OF 224.99 FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 742.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 480.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°26'57" EAST AND A CHORD DISTANCE OF 471.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°55'06" EAST, A DISTANCE OF 59.67 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 769.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1196.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°22'52" EAST AND A CHORD DISTANCE OF 1079.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.73 ACRES MORE OR LESS.

1900 CORPORATE SQUARE BLVD. JACKSONVILLE, FLORIDA 32216 / (904) 721-3066

HALL OF FAME MORTGAGE PARCEL ACCESS EASEMENT

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED RAMP, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 565.67 FEET; THENCE SOUTH 62°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1147.62 FEET; THENCE SOUTH 88°46'33" WEST, A DISTANCE OF 130.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°46'33" WEST, A DISTANCE OF 30.64 FEET; THENCE SOUTH 66°02'47" WEST, A DISTANCE OF 31.26 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 144.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°04'45" WEST AND A CHORD DISTANCE OF 75.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°04'56" EAST, A DISTANCE OF 83.16 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 64.91 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°57'17" WEST AND A CHORD DISTANCE OF 35.86 FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 78.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°14'31" WEST AND A CHORD DISTANCE OF 61.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67°29'41" WEST, A DISTANCE OF 35.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 108.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°33'46" WEST AND A CHORD DISTANCE OF 99.49 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 287.75 FEET; THENCE

NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 01°39'58" EAST AND A CHORD DISTANCE OF 106.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°02'15" WEST, A DISTANCE OF 32.45 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°52'03" WEST AND A CHORD DISTANCE OF 34.63 FEET TO A POINT OF CUSP ON THE SOUTHERLY LINE OF THE HOTEL ACCESS EASEMENT, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 745.24 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 106.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°13'17" EAST AND A CHORD DISTANCE OF 106.48 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID SOUTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°02'37" WEST AND A CHORD DISTANCE OF 33.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°02'15" EAST, A DISTANCE OF 35.79 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 347.75 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01°39'58" WEST AND A CHORD DISTANCE OF 129.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 17.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°33'46" EAST AND A CHORD DISTANCE OF 22.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 67°29'41" EAST, A DISTANCE OF 35.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 138.25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 112.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°14'31" EAST AND A CHORD DISTANCE OF 109.16 FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 124.91 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 69.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°57'13" EAST AND A CHORD DISTANCE OF 69.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°04'56" WEST, A DISTANCE OF 83.16 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 84.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°25'25" EAST AND A CHORD DISTANCE OF 50.84 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 0.78 ACRES MORE OR LESS.

The St. Augustine Record

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared _____

Barbara Dresslar who on oath says that she is
Accounting Clerk of the St. Augustine Record, a

daily newspaper published at St. Augustine in St. Johns County, Florida:

that the attached copy of advertisement, being a _____
Notice of Public Hearing

in the matter of _____
World Golf Village

in the _____ Court, was published in said newspaper in the
issues of Apr. 1, 1995

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

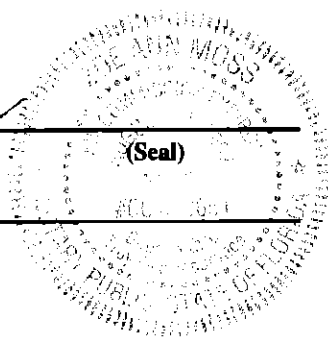
Sworn to and subscribed before me this 3rd day of Apr., 1995,

by Barbara Dresslar who is personally

known to me or who has produced _____ personally known _____ as
(Type of Identification)
identification.

Zoe Ann Moss
(Signature of Notary Public)

Zoe Ann Moss
(Print, Type or Stamp Commissioned Name of Notary Public)



ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, will hold a public hearing on Tuesday, April 11, 1995, at 1:30 p.m. in the County Auditorium, located at 4020 Lewis Speedway, St. Augustine, Florida 32095. The purpose of the public hearing is (I) to consider and take action on a request by World Golf Village, Inc. that the Board of County Commissioners of St. Johns County certify by resolution that the application (as herein after described) of World Golf Village, Inc. to the Florida Department of Commerce serves a public purpose and (II) to consider and take action on such other related business as may come before the Board. The World Golf Village, Inc. application requests that the Florida Department of Commerce certify that World Golf Village, Inc. and the facility that is described in the proposed Ground Lease between St. Johns County, Florida and World Golf Village, Inc. that is on file in the office of the Clerk of Court pertaining to land which is generally located near or in the vicinity of the northwest quadrant of the intersection of Interstate 95 and Nine Mile Road is the professional golf hall of fame set forth in section 288.1168, Florida Statutes. If a person desires to appeal any decision made with respect to any matter considered at the hearing, such person will need a record of the proceedings, and for such purposes such person may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Notice to persons needing special accommodations and to all hearing impaired persons: In accordance with the American with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this meeting should contact David Holstead, ADA Coordinator, at (904) 823-2505 or at the County Administration Building, St. Johns County, Florida. By Patricia DeGrande, Deputy Clerk 1273 April 1, 1995