

RESOLUTION NO. 2018-59

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, IN CONNECTION WITH LIBRARY BOULEVARD AND LA PASADA CIRCLE IN PONTE VEDRA.

RECITALS:

WHEREAS, Metro International Property Fund, IV, LTD, a Florida limited partnership (“Metro”) is the owner of certain property located within a commercial development at the southwest intersection of State Road A1A and Solana Road; and

WHEREAS, St. Johns County (“County”) owns certain rights-of-way known as Library Boulevard and a portion of La Pasada Circle (“rights-of-way”) adjacent to Metro’s property that provides access to Metro’s property and surrounding properties that include the Ponte Vedra Library and Ponte Vedra Fire Station 10; and

WHEREAS, Metro has applied for a zoning change to its above mentioned property from CG and R-1-D to Planned Unit Development (PUD) (File No. 2017-06) to create a unified signage plan and improvement plan and has requested to incorporate the rights-of-way into its application for rezoning to meet certain requirements for said plans; and

WHEREAS, Metro and County agree that an exchange of property can be used by virtue of a conveyance by County Deed from County to Metro, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, conveying fee title of the rights-of-way and an Access Easement from Metro to the County, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof, conveying easement rights; and

WHEREAS, approval of this exchange will ultimately be beneficial to the County by Metro taking over maintenance responsibilities together with landscape enhancement and passage of this Resolution will deem the County’s property is not needed for County purposes as an access easement will be conveyed back to the County for use by the public; and

WHEREAS, this proposed exchange is contingent upon Metro’s approval of its rezoning to PUD of the commercial development mentioned above and the Second Amendment to Agreement Creating and Granting Easements and Restrictive Covenants, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof, is executed by the County along with the other property owners within the proposed PUD; and

WHEREAS, this proposed exchange has been advertised in accordance with Section 125.37, Florida Statutes.

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

Section 1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. Contingent upon approval of the Rezoning to PUD of File No. PUD 2017-06 and effective date of an Ordinance approving the Rezoning, this Resolution is passed and adopted:

a. The County Deed in the form substantially attached hereto as Exhibit "A" is hereby approved and the Chair of the Board is hereby authorized to execute said deed on behalf of the County.

b. The Access Easement in the form substantially attached hereto as Exhibit "B" is hereby accepted and the Chair of the Board is hereby authorized to join in the execution of the Access Easement on behalf of the County.

c. The Chair of the Board is hereby authorized to join in the execution of the Second Amendment to Agreement Creating and Granting Easement and Restrictive Covenants in the form substantially as attached hereto as Exhibit "C".

d. The Clerk is instructed to record the original County Deed, Access Easement, and Second Amendment to Agreement Creating and Granting Easement and Restrictive Covenants in the public records of St. Johns County, Florida.

e. The Clerk is instructed and directed to record the Associated Documents substantially in the form attached hereto as Exhibit "D".

f. That the applicant for the Rezoning to PUD pay all recording costs for the Associated Documents.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. In the event that an ordinance rezoning to PUD File No. 2017-06 is not approved or not effective, then this Resolution, its authorization and approvals, shall automatically become void and shall be of no force and effect. The Clerk is instructed to revoke or rescind any of the above documents accepted or authorized by St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners this 20 day of February, 2018.

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

By: *Henry Dean*
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: *Pam Halterman*
Deputy Clerk

RENDITION DATE 2/21/18



This Instrument Prepared By:
Paolo S. Soria
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, made this ____ day of _____, 2018, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership, whose address is 200-2100 Matheson Boulevard, Mississauga, Ontario L4W5E1, Canada, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY")

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises, which may fall within any public street,

way or alley;

e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;

f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;

g. Easements and rights of way of record.

IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chair of the Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

BY: _____
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Chair

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Henry Dean, Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the Board. He is personally know to me or has produced _____ as identification.

Notary Public State of Florida
My Commission Expires: _____

EXHIBIT "A"

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH $88^{\circ}36'36''$ WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY AS NOW ESTABLISHED) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH $01^{\circ}12'00''$ WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH $88^{\circ}36'36''$ WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH $01^{\circ}12'00''$ WEST, A DISTANCE OF 35.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. S-210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH $88^{\circ}36'36''$ EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH $32^{\circ}25'54''$ WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH $01^{\circ}12'00''$ EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $46^{\circ}11'57''$ EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH $88^{\circ}48'00''$ EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $70^{\circ}51'04''$ EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH $50^{\circ}30'07''$ EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 211.41 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $79^{\circ}14'00''$ EAST, 202.65 FEET; THENCE SOUTH $17^{\circ}57'52''$ EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $79^{\circ}14'00''$ WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH $50^{\circ}30'07''$ WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID

CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; FIFTH COURSE, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°48'00" WEST, 42.43 FEET TO A POINT LYING ON SAID EAST RIGHT OF WAY LINE OF LA PASADA CIRCLE; THENCE SOUTH 01°12'00" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING. SAID LANDS INTENDED TO BE THE SAME AS THOSE DESCRIBED AS BERTS BOULEVARD AND SANDIA BOULEVARD IN OFFICIAL RECORDS BOOK 685, PAGE 298 OF SAID PUBLIC RECORDS.

EXHIBIT "B" to Resolution

Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

ACCESS EASEMENT

This **ACCESS EASEMENT** (the "Easement") is made as of this ___ day of _____, 2018, by and between **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership (the "Grantor"), whose address is 200-2100 Matheson Blvd., Mississauga, Ontario L4W5E1, Canada, and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "Grantee"), whose address is 4010 Lewis Speedway St. Augustine, Florida 32084.

BACKGROUND FACTS

A. Grantor is the owner of (a) that certain parcel of real property described in *Exhibit A* attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property described in *Exhibit B* attached to this Easement (the "Easement Area").

B. Grantee, together with its successors and assigns, and its guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees shall be collectively entitled to the rights granted in this Easement.

C. Grantee desires Grantor to grant to Grantee an easement over, under and across the Easement Area for vehicular and pedestrian ingress and egress, utilities and drainage, for the benefit of the property described in *Exhibit C* attached to this Easement (the "Grantee's Property").

D. Grantor has agreed to grant such easement on the terms set forth herein.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Grant of Access Easement. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement and right-of-way on, over, and across the Easement Area for vehicular and pedestrian ingress and egress for the benefit of Grantee's Property, in common with an easement for vehicular and pedestrian access, ingress and egress for the Grantor's Property, the easement being available for the tenants and users of

improvements now constructed or hereafter as may be constructed on the Grantee's Property and the Grantor's Property and Grantor's and Grantee's respective invitees, licensees, agents, employees and customers, including delivery, pick-up, fire protection service providers, police and other authorities of the law, united states postal carriers, and representative of the utilities and telecommunication companies authorized by Grantor or Grantee to serve the respective Properties, and their respective successors and assigns. The permitted assigns of Grantor and Grantee include their respective tenants, licensees, agents, employees, customers and their successors and assigns (the "Access Easement"). The Easement Area shall be used solely for ingress and egress by vehicles and pedestrians to and from adjacent public right-of-way. It is not the intention of Grantor to create or dedicate any rights-of-way for the public generally or any member of the public and any such dedication is specifically negated. The Easement Area shall not be used for parking purposes by any party.

3. Easements Non-Exclusive. Grantor, for itself and the successors and assigns in ownership of the Easement Area, reserves the right to use and enjoy the Easement Area for any below surface uses (such as utility lines or the like) which in any way is not inconsistent with the rights herein granted to Grantee.

4. Maintenance and Repair. Grantor, on behalf of itself and its successors and assigns, does hereby agree and covenant at all times during the term of this Easement to maintain, repair, and replace the paved areas of the Easement Area and all improvements constructed by Grantor in the Easement Area in a state of good order and repair up to standards of access roads to a first class shopping center, in compliance with applicable laws and regulations, and in a safe, clean, and sanitary condition. Notwithstanding the foregoing, Grantee will bear the entire cost of repairs and replacements caused by the negligence or willful misconduct of Grantee, its successor and assigns. If any repairs required to be made by Grantor under this Easement are not made within thirty (30) days after written notice is delivered by Grantee to Grantor, or, if such repair cannot be made within thirty (30) days, then such longer period as Grantor may reasonably require provided that such repair commences within thirty (30) days after written notice and Grantor undertakes commercially reasonable efforts to complete such repair within a reasonable time, then Grantee may, at its option, and following at least five (5) days written notice, make such repairs on behalf of Grantor and may charge Grantor the reasonable cost thereof by providing any invoice therefore with supporting documentation as reasonably requested by Grantor. If Grantor shall fail to reimburse Grantee for such reasonable costs within ninety (90) days after Grantor's receipt of any invoice and supporting documentation, and provided Grantee gives Grantor fifteen (15) days prior written notice that Grantor has failed to reimburse Grantee for such reasonable costs (it being intended that such notice shall be a second notice to Grantor), Grantee shall have the right to acquire fee simple interest in the Easement Area. Grantor hereby agrees to cooperate in the execution and delivery of any required documentation evidencing such conveyance to Grantee including a quitclaim deed in favor of Grantee.

5. Grant of Utility and Drainage Easements. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, nonexclusive easement along, over, under and across the Easement Area for the purpose of installing, constructing, repairing, replacing or removing lines and related facilities for utility

service (including water and sanitary sewer) and stormwater drainage. Such easement shall be for the benefit of Grantee's Property.

6. Utilities. Grantor and Grantee acknowledge and agree that underground utility facilities relating to water, sanitary sewer, and stormwater drainage are owned by Grantee as of the date of this Easement. Grantee agrees that it shall, at its sole cost and expense, maintain, repair, and replace such underground utility facilities and other underground utility facilities owned by Grantee in good condition and repair. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, or other unique surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

7. Right to Encumber. Grantor may encumber its easement rights created hereby in and to the Easement Area with a mortgage.

8. Division. As or if the Grantor Property and the Grantee Property is divided into two (2) or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of this Easement.

9. Representations and Warranties. Grantor hereby represents and warrants that Grantor owns the Easement Area, has the power and authority to grant the rights herein given, and no consent to or approval of this Easement is required from any lender or other third party other than the consent and joinder of mortgagees attached hereto, if any.

10. Notices. Any notice required to be sent to Grantor or Grantee under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, or hand delivered to the last known address of the person who appears as owner of the Grantor's Property, the owner of the Easement Area, and the owner of the Grantee's Property, each as set forth in the current public records of St. Johns County, Florida at the time of such mailing.

11. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Grantor's Property and the Grantee's Property, upon the terms, provisions and conditions therein set forth.

12. Enforcement; Attorney's Fees. In the event of any default under this Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in

any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee together with such other costs and expenses as the court deems appropriate.

13. Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the easements described herein and as otherwise may be reasonable and necessary to carry out the terms of this Easement, including without limitation, executing such easements and jointers of dedications as may be required by any utility providers or governmental authorities with respect to the improvements in the Easement Area contemplated herein, provided that the same does not expose any such party to material additional cost or liability.

14. Miscellaneous. There are no third party beneficiaries to this Easement; provided, however, Ponte Vedra Square, LLC, a Florida limited liability company ("PVS"), and its successor and assigns, shall have the right to enforce Grantee's rights set forth in Section 4 of this Easement by bringing an action for specific performance and shall be considered a third party beneficiary for this purpose. Paragraph headings are for convenience only and shall not be used to construe or interpret this Easement. This Easement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie in the court having jurisdiction in St. Johns County, Florida. In the event that any of the covenants, agreements, terms, or provisions contained in this Easement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. This Easement may only be modified or amended with the written consent of Grantor and Grantee. This Easement may be executed in counterparts. Nothing in this Easement shall be deemed a waiver of immunity limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability contained in Florida Statute Section 768.28, as amended.

[signature page follows]

Grantor and Grantee have caused this Easement to be executed on the date first written above.

Signed, sealed and delivered
in the presence of:

GRANTOR:

**METRO INTERNATIONAL
PROPERTY FUND, IV, LTD.,** a Florida
limited partnership

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing was acknowledged before me this ___ day of _____, 2018, by _____, as _____ of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.

Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

GRANTEE:

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this ___ day of _____, 2018, by
_____, as _____ of St. Johns County, a political subdivision of the State of
Florida, on behalf of the County, who is personally known to me or has produced _____
as identification.

Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____

EXHIBIT A

"Grantor's Property"

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Government Lot 12; thence S. 89° 04' 02" W., along Southerly line of Government Lot 12, 1328.32' to the Westerly line of said Government Lot 12,; thence N. 01° 13' 06" W., along last said line 870.33' to the Point of Beginning; thence continue N. 01° 13' 06" W., along said Westerly line, 390.26' to the Southerly right-of-way line of Solano Road (a 60' right-of-way as now established); thence N. 88° 37' 10" E., along said Southerly right-of-way line 90.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 190.00'; thence N. 01° 13' 06" W., 130.26' to the said Southerly right-of-way line; thence N. 88° 37' 10" E., along last said line, 190.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 60.00'; thence S. 01° 13' 06" E., 260.00'; thence S. 88° 37' 10" W., 530.00' to the Point of Beginning..

EXHIBIT B

"Easement Area"

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°36'36" WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH 88°36'36" WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. 210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 88°36'36" EAST; ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH 32°25'54" WEST; ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH 01°12'00" EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°11'57" EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH 88°48'00" EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°51'04" EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH 50°30'07" EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'00" EAST, 202.65 FEET; THENCE SOUTH 17°57'52" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°14'00" WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS

OF 30.00 FEET; FIFTH COURSE, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°48'00" WEST, 42.43 FEET TO A POINT LYING ON SAID EAST RIGHT OF WAY LINE OF LA PASADA CIRCLE; THENCE SOUTH 01°12'00" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING. SAID LANDS INTENDED TO BE THE SAME AS THOSE DESCRIBED AS BERTS BOULEVARD AND SANDIA BOULEVARD IN OFFICIAL RECORDS BOOK 685, PAGE 298 OF SAID PUBLIC RECORDS.

EXHIBIT C

"Grantee's Property"

A part of Government Lot 12, Section 21, and a part of Government Lot 7, Section 22, all in Township 3 South, Range 29 East, St. Johns County, Florida, all being more particularly described as follows: For a point of beginning commence at the southeast corner of said Section 21, thence South $89^{\circ}04'18''$ West, along the South Line of said Section 21, a distance of 500.90 feet; thence North $01^{\circ}12'00''$ West a distance of 777.01 feet to a point of curve of a curve concave Southeasterly having a radius of 30.00 feet; thence Northeasterly, along the arc of said curve, a chord bearing of North $43^{\circ}48'00''$ East and a chord distance of 42.43 feet to the point of tangency of said curve; thence North $88^{\circ}48'00''$ East a distance of 7.28 feet to a point of curve of a curve concave Southwesterly having a radius of 215.00 feet; thence Southeasterly, along the arc of said curve, a chord bearing of South $70^{\circ}51'04''$ East and a chord distance of 149.53 feet to the point of tangency of said curve; thence South $50^{\circ}30'07''$ East a distance of 154.24 feet to a point of curve concave Northeasterly having a radius of 280.79 feet; thence Southeasterly, along the arc of said curve, a chord bearing of South $79^{\circ}14'00''$ East and a chord distance of 269.96 feet to the Westerly right of way line of State Road A-1-A, as now established as a 188 foot right of way; thence South $17^{\circ}57'52''$ East, along said Westerly right of way line, a distance of 628.55 feet to the South line of said Section 22; thence South $89^{\circ}02'18''$ West, along said South line, the same being the North line of Sandy Oaks Unit 1, as recorded in Map Book 14, Pages 98 and 99 of the Public Records of said county, a distance of 238.91 feet to the point of beginning.

Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

**SECOND AMENDMENT TO AGREEMENT CREATING
AND GRANTING EASEMENTS AND RESTRICTIVE COVENANTS**

This SECOND AMENDMENT TO AGREEMENT CREATING AND GRANTING EASEMENTS AND RESTRICTIVE COVENANTS (this "Second Amendment") is made this ____ day of _____, 2017 (the "Second Amendment Effective Date"), by and among METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership ("Metro"), PONTE VEDRA SQUARE, LLC, a Florida limited liability company ("PVS"), NEAL AND WINTER, L.L.C., a Florida limited liability company ("N&W"), PONTE VEDRA MINI CENTER, LLC, a Florida limited liability company ("Mini Center"), THE 110 SOLANA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit ("110 Solana Condo"), THE PONTE VEDRA BUSINESS CENTER ASSOCIATION, INC., a Florida corporation not for profit ("Business Center Association"), FIFTH THIRD BANK, an Ohio banking corporation (successor-by-merger to Fifth Third Bank, a Michigan banking corporation) ("Fifth Third"), MERRILL LYNCH, PIERCE, FENNER AND SMITH INCORPORATED, a Delaware corporation ("Merrill Lynch"), PAVILION HEALTH SERVICES, INC., a Florida corporation ("Baptist"), VILLAGE OF SOLANO, INC., a Florida corporation not for profit ("Village of Solano"), and ST. JOHNS COUNTY (the "County") (Metro, PVS, N&W, Mini Center, 110 Solana Condo, Business Center Association, Fifth Third, Merrill Lynch, Baptist, Village of Solano, and the County are collectively referred to as the "Parties").

RECITALS:

A. March Investments, Inc., Solano Road Associates, and Winn-Dixie Stores, Inc. entered into an Agreement Creating and Granting Easements and Restrictive Covenants dated July 18, 1984 and recorded in Official Records Book 652, Page 511 of the public records of St. Johns County, Florida (the "Original Agreement"), as amended by Agreement Amending and Supplementing Agreement Creating and Granting Easements and Restrictive Covenants dated September 10, 1985 and recorded in Official Records Book 685, Page 298 of the public records of St. Johns County, Florida (the "First Amendment," and together with the Original Agreement, the "Agreement") relating to the development and operation of the property legally described and generally depicted in Exhibit A attached hereto (the "Property").

B. As of the Second Amendment Effective Date, Metro is the owner of a portion of the Property, as successor in interest to Winn-Dixie Stores, Inc.; PVS is the owner of a portion of the Property, as successor in interest to Solano Road Associates; N&W is the owner of a portion of the Property, as successor in interest to Solano Road Associates; Mini Center is the owner of a portion of the Property, as successor in interest to Solano Road Associates; 110 Solana Condo is the owner of a portion of the Property, as successor in interest to March Investments, Inc.;

Business Center Association is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; Fifth Third is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; Merrill Lynch is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; Baptist is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; Village of Solano is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; and the County is the owner of a portion of the Property, as successor in interest to March Investments, Inc.

C. The Parties wish to modify and amend the Agreement to permit the construction of a monument sign within the "visibility corridor," all as more particularly described in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **Recitals.** The Recitals as set forth above are agreed to be true and correct and incorporated herein by this reference.

2. **Monument Sign.** Notwithstanding anything contained in the Agreement to the contrary, including Section 1 of the Original Agreement, as amended by Section 1 of the First Amendment, and Section 5 of the Original Agreement, as amended by Section 3 of the First Amendment, the Parties acknowledge and agree that Metro, and/or its anchor tenant Winn-Dixie Stores Leasing, LLC, shall have the right to construct and install, or cause to be constructed or installed, a single monument sign on the Property within the visibility corridor and within the median of the existing roadway, such monument sign being more particularly depicted in Exhibit B attached hereto (the "Monument Sign"), at the location depicted in Exhibit C attached hereto (the "Monument Sign Location"). At Metro's sole cost and expense, Metro shall construct and install, or cause to be constructed or installed, the Monument Sign at the Monument Sign Location substantially in accordance with the drawings attached as Exhibit B hereto and in accordance with all applicable laws, codes, rules, regulations, and ordinances. Metro shall have the right, at Metro's sole cost and expense, to update, modify, replace, and repair the Monument Sign. The Monument Sign may be illuminated and may include any of Metro's or its tenant's brands, trade names, trademarks, service marks, logos, or symbols existing from time to time. Unless otherwise agreed in writing by Metro, the right to place signage on the Monument Sign shall be exclusive to Metro and its tenants, and no other owner of any portion of the Property shall have a right to display signage on the Monument Sign. Metro shall have the obligation to pay for any and all maintenance, insurance, taxes, and utilities associated with operation of the Monument Sign. Metro shall maintain the Monument Sign in a first-class condition at all times. Notwithstanding anything else to the contrary herein or in the Agreement, no other sign shall be erected within the existing roadway and/or the medians of the existing roadway referred to as Library Boulevard, and/or on any portion of Baptist's property located within the visibility corridor, other than the Monument Sign. In the event Metro updates the Monument Sign after the date the Monument Sign is erected, all updates shall be consistent with signage and branding in the Jacksonville, Florida area for the tenant(s) logo(s) depicted on the Monument Sign, and in the event that such updates are not consistent with local signage and branding standards, PVS, N&W, Mini Center, 110 Solana Condo, Business Center Association, Fifth Third, Merrill Lynch, Baptist, Village of Solano, and County shall have the right to consent

to design of the updated Monument Sign prior to Metro updating such Monument Sign; provided, however, in the event the aforementioned parties do not reply to such written request for consent within sixty (60) days after receipt thereof, the parties shall be deemed to have approved the proposed updated Monument Sign.

3. Notices. Any notice required or permitted to be sent under the provisions of this Second Amendment and/or the Agreement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, sent by Federal Express or other reputable overnight courier, or hand delivered to the following addresses, or to such addresses set forth in the current public records of St. Johns County, Florida at the time of such mailing:

If to Metro:

Metro International Property Fund, IV, Ltd.
2100 Matheson Boulevard East, Suite 200
Mississauga, Ontario
Canada L4W 5E1
Attn: Bernd Abromeit-Kremser

With a copy to:

Kevin A. Denti, P.A.
2180 Immokalee Road, Suite #316
Naples, Florida 34110
Attn: Kevin A. Denti

If to PVS:

Ponte Vedra Square, LLC
P.O. Box 47050
Jacksonville, Florida 32247

With a copy to:

Burr & Forman
50 North Laura Street
Jacksonville, Florida 32202
Attn: Adrian Rust

If to N&W:

Neal and Winter, L.L.C.
100 Professional Drive
Ponte Vedra Beach, Florida 32082

With a copy to:

Duss Kenney Safer Hampton & Joos, pa
4348 Southpoint Blvd, Suite 101
Jacksonville, FL 32216
Attn: John S. Duss, IV, Esq.

If to Mini Center:

Ponte Vedra Mini Center, LLC
14286-19 Beach Boulevard, Suite 194
Jacksonville, Florida 32250
Attn: Lisa A. Collins

With a copy to:

Wilmoth & Associates, P.A.
2317 Blanding Boulevard, Suite 206
Jacksonville, Florida 32210

If to 110 Solana Condo:

The 110 Solana Condominium Association, Inc.
822 A1A North, Suite 103
Ponte Vedra Beach, Florida 32082
Attn: Syd Gervin

If to Business Center Association:

The Ponte Vedra Business Center Association, Inc.
822 A1A North, Suite 103
Ponte Vedra Beach, Florida 32082
Attn: Syd Gervin

If to Fifth Third:

Fifth Third Bank
Kennedy Office Building
MD: TJFK3D
4427 West Kennedy Boulevard
Tampa, Florida 33609
Attn: Brad Newman

Kilpatrick Townsend & Stockton LLP
214 North Tryon Street, Suite 2400
Charlotte, North Carolina 28202-2381
Attn: Todd Burbank

If to Merrill Lynch:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
c/o Bank of America, National Association
13850 Ballantyne Corporate Place
Mail Code: NC2-150-03-06
Charlotte, North Carolina 28277
Attn: MH# FL9-809

With a copy to:

Sherry Cronan Watts, Attorney-in-Fact
c/o Bank of America, National Association
1235 East Boulevard, Suite 130
Mail Code: NC2-416-01-01
Charlotte, North Carolina 28203

If to Baptist:

Pavilion Health Services, Inc.
3563 Philips Highway, Building A, Suite 101
Jacksonville, Florida 32207

With a copy to:

Smith Hulsey & Busey
225 Water Street, Suite 1800
Jacksonville, FL 32202-5182
Attn: G. Preston Keyes, Esq.

If to Village of Solano:

Village of Solano, Inc.
6028 Chester Avenue, Suite 105
Jacksonville, Florida 32217

With a copy to:

Fred Elefant, P.A.
Post Office Box 5727
Jacksonville, FL 32247-5727
Attn: Fred Elefant

If to County:

St. Johns County
[4030 Lewis Speedway, Suite 203]
[St. Augustine, Florida 32084]
Attn: Paolo Soria

4. Effect. Except as specifically amended by this Second Amendment, the Agreement shall remain in full force and effect. If there is a conflict between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall control.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment to Agreement Creating and Granting Easements and Restrictive Covenants as of the Second Amendment Effective Date.

Signed, sealed and delivered
in the presence of:

"METRO"

METRO INTERNATIONAL
PROPERTY FUND, IV, LTD., a Florida
limited partnership

Michael Charles Joseph McBride

[Signature]

Name: MICHAEL CHARLES JOSEPH MCBRIDE

By: _____

R Blythe

Dr. Bernd Abromelt-Kremser

Name: _____

Name: RITA BLYTHE

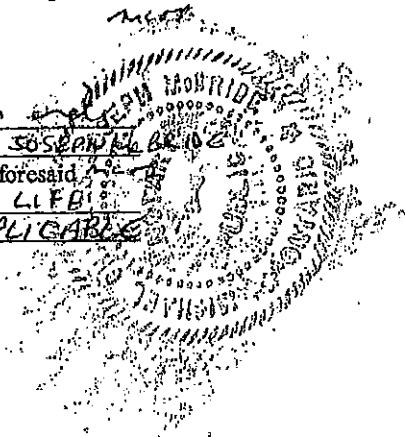
Title: President

mcob PROVINCE
STATE OF ONTARIO
mcob CITY
COUNTY OF TORONTO

The foregoing was acknowledged before me this 22nd day of JUNE, 2017, by R. BERND ABROMELT-KREMSER as PRESIDENT of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or ~~has produced~~ as identification.

Michael Charles Joseph McBride

Name: MICHAEL CHARLES JOSEPH MCBRIDE
Notary Public, State and County aforesaid
My Commission Expires: FOR LIFE
Commission No.: NOT APPLICABLE



[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

Franklin Restano Jr

Name: FRANKLIN RESTANO JR

Tara L. Thompson

Name: Tara L. Thompson

"PVS"

**PONTE VEDRA SQUARE, LLC, a
Florida limited liability company**

By: J. C. Demetree, Jr.

Name: J. C. Demetree, Jr.

Title: Manager

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 15th day of June, 2017, by J. C. Demetree, Jr. as manager of Ponte Vedra Square, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



Tara L. Thompson

Name: _____

Notary Public, State and County aforesaid

My Commission Expires: _____

Commission No.: _____

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"N&W"

NEAL AND WINTER, L.L.C., a Florida
limited liability company

Polly T Newstead
Name: Polly T Newstead

By: K. L. Neal

John S. Duss IV
Name: John S. Duss IV

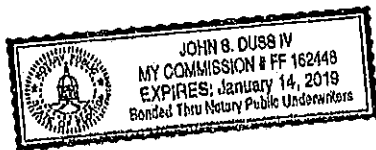
Name: Kevin L. Neal
Title: Manager

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing was acknowledged before me this 8th day of August 2017, by Kevin L. Neal as Manager of Neal and Winter, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

John S. Duss IV
Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____



[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"MINI CENTER"

**PONTE VEDRA MINI CENTER, LLC, a
Florida limited liability company**

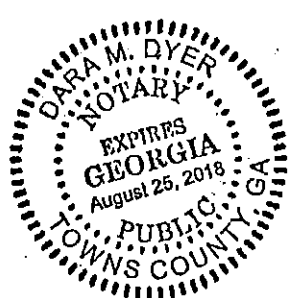
Tina Denton
Name: Tina Denton

By: Brenda R. Collins
Brenda R. Collins
Sole Member and Manager

Tracy Smith
Name: Tracy Smith

STATE OF Georgia
COUNTY OF TOWNS

The foregoing was acknowledged before me this 22 day of July, 2017, by
Brenda R. Collins, as Sole Member and Manager of Ponte Vedra Mini Center, LLC, a Florida
limited liability company, on behalf of the company, who is personally known to me or has
produced EADL as identification.



Dara Dyer
Name: Dara Dyer
Notary Public, State and County aforesaid
My Commission Expires: Aug 25, 2018
Commission No.: _____

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"110 SOLANA CONDO"

**THE 110 SOLANA CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not for profit**

[Signature]

Name: KELLY E. WILSON

[Signature]

Name: Shawn UNSWORTH

By: [Signature]

Name: Sydney A. Gervin

Title: Vice President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing was acknowledged before me this 20th day of JULY, 2017, by Sydney Gervin, as Vice Pres of The 110 Solana Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

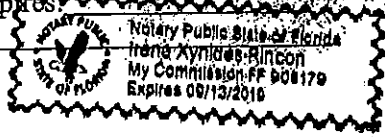
[Signature]

Name: _____

Notary Public, State and County aforesaid

My Commission Expires: _____

Commission No.: _____




[Signatures continue on following pages.]

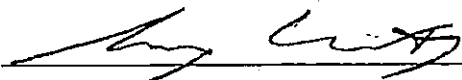
Signed, sealed and delivered
in the presence of:

"BUSINESS CENTER ASSOCIATION"

**THE PONTE VEDRA BUSINESS
CENTER ASSOCIATION, INC.**, a Florida
corporation not for profit


Name: KELLY E. WILSON

By: Ruth Wilson

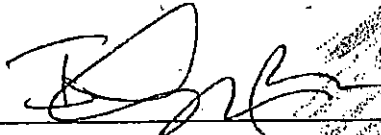

Name: Shawn Unsworth

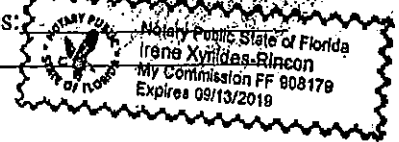
Name: RUTH WILSON
Title: President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing was acknowledged before me this 20th day of JULY, 2017, by Ruth Wilson as President of The Ponte Vedra Business Center Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or has produced _____ as identification.


Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____



[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"FIFTH THIRD"

FIFTH THIRD BANK, an Ohio banking
corporation

Susan M Klein

Name: Susan M Klein

[Signature]

Name: Frank Ortiz

By: Bradley M Newman

Name: BRADLEY M. NEWMAN

Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 5th day of MAY, 2017, by
BRADLEY M. NEWMAN as VICE PRESIDENT of Fifth Third Bank, an Ohio banking corporation, on behalf of
the corporation, who is personally known to me or has produced LICENSE as identification.

[Signature]
Name: Esha Crowley
Notary Public, State and County aforesaid
My Commission Expires: AG 047964
Commission No.: NOV. 15, 2020



[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"FIFTH THIRD"

FIFTH THIRD BANK, an Ohio banking
corporation

Julia A Fite

Name: JULIA FITE

MR

Name: KEVIN TACH

By: JOE W HODGE

Name: JOE W HODGE

Title: VP

STATE OF ~~FLORIDA~~ Ohio

COUNTY OF Hamilton

The foregoing was acknowledged before me this 4th day of May, 2017, by Joe W. Hodge, as VP of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Amie Lee Gum
Name: Amie Lee Gum
Notary Public, State and County aforesaid
My Commission Expires: Nov. 6, 2020
Commission No.: _____



AMIE LEE GUM
Notary Public, State of Ohio
My Commission Expires
November 6, 2020

[Signatures continue on following page]

Signed, sealed and delivered
in the presence of:

"MERRILL LYNCH"

**MERRILL LYNCH, PIERCE, FENNER
AND SMITH INCORPORATED, a
Delaware corporation**

James Mosteller

Name: James Mosteller

Matthew Beachum

Name: Matthew Beachum

By: Sherry Cronan Watts

Name: Sherry Cronan Watts

Title: Attorney-in-Fact

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing was acknowledged before me this 12th day of July, 2017, by Sherry Cronan Watts, as Attorney-in-Fact of Merrill Lynch, Pierce, Fenner and Smith Incorporated, a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Donna D. Monks

Name: DONNA D. MONKS

Notary Public, State and County aforesaid

My Commission Expires: 04.21.2019

Commission No.: _____

DONNA D MONKS
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Apr. 21, 2019

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"BAPTIST"

PAVILION HEALTH SERVICES, INC.,
a Florida corporation

[Signature]

Name: Terry Parker

Ariette Smeke

Name: Ariette Sanchez

By: [Signature]

Name: Scott Wooten

Title: CFO + VP

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 31 day of August, 2017, by Scott Wooten as CFO + VP of Pavilion Health Services, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced N/A as identification.



[Signature]
Name: Veronica Ann Farris
Notary Public, State and County aforesaid
My Commission Expires: 03/15/20
Commission No.: FF971501

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"VILLAGE OF SOLANO"

VILLAGE OF SOLANO, INC., a Florida
corporation not for profit

Terence K. B
Name: Terence K. Browning
Lisa C Sullivan
Name: Lisa Sullivan

By: Jeffrey Young
Name: Jeffrey Young
Title: President

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 31st day of January, 2017, by Jeffrey Young, as President of Village of Solano, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Lisa M Carmichael-Sullivan
Name: Lisa M Carmichael-Sullivan
Notary Public, State and County aforesaid
My Commission Expires: 08.24.2018
Commission No.: FF 146888

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"ST. JOHNS COUNTY"

ST. JOHNS COUNTY

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this ___ day of _____, 2017, by _____, as _____ of St. Johns County, who is personally known to me or has produced _____ as identification.

Name: _____

Notary Public, State and County aforesaid

My Commission Expires: _____

Commission No.: _____

[End of signature pages.]

EXHIBIT A

Legal Description of the Property

All of that part of Government Lot Section 22, Township 3 South, Range 29 East, St. Johns County, Florida, lying Westerly of State Road No. 203 (A-1-A By-Pass, a 188.00' right-of-way) and part of Government Lot 12, lying in Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, lying Westerly of said State Road No. 203 and Southerly of Solano Road (a 60.00' right-of-way) being more particularly described as follows: Begin at the Southeast corner of said Government Lot 12; thence N. 89° 02' 18" E., along the Southerly line of said Government Lot 7, 238.91' to the Westerly right-of-way line of said State Road No. 203; thence N. 17° 57' 52" W., along said right-of-way line of State Road No. 203, 908.54' to the Point of a Curve of a curve concave Easterly and having a radius of 2952.93'; thence along and around said curve and along said right-of-way line of said State Road No. 203, an arc distance of 412.19', said arc being subtended by a chord bearing and distance of N. 13° 57' 56" W., 411.86' to its intersection with the Southerly right-of-way line of Solano Road; thence S. 88° 37' 10" W., along said Southerly right-of-way line of Solano Road, 457.34'; thence S. 01° 13' 06" E., 575.26'; thence S. 88° 37' 10" W., 757.22' to the Westerly line of said Government Lot 12; thence S. 01° 13' 06" E., along said Westerly line of Government Lot 12, 685.33' to the Southwest corner of said Government Lot 12; thence N. 89° 04' 02" E., along the Southerly line of Government Lot 12, 1328.32' to the Point of Beginning.

Lands thus described contain 30.08 acres, more or less.

TOGETHER WITH:

A portion of Government Lot 12, lying in Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Government Lot 12; thence S. 89° 04' 02" W., along a Southerly line of said Government Lot 12, 571.10'; thence N. 01° 13' 06" W., 691.24' to the Point of Beginning; thence S. 88° 37' 10" W., 757.22' to the Westerly line of said Government Lot 12; thence N. 01° 13' 06" W., along said Westerly line of Government Lot 12, 575.26' to the Southerly right-of-way line of Solano Road, a 60.00' right-of-way as now established; thence N. 88° 37' 10" E., along said Southerly right-of-way line of Solano Road, 757.22'; thence S. 01° 13' 06" E., 575.26' to the Point of Beginning.

Lands thus described contain 10.0 acres, more or less.

General Depiction of the Property



EXHIBIT B

Monument Sign

EMERSON WORK AND SPANISH TILE WORK DONE BY OTHERS
 POINTED ALUMINUM FACES BACKED UP WITH A RIVETTED ALUMINATION
 DESIGN AND COLORS TO MATCH DESIGN AND COLOR OF REMODELED BUILDING
 MAXIMUM CHAR 15 @ 10" MAXIMUM SPACING @ 22.5" PER FACE

Revision # : _____ Date: _____

ACRYLIC FACE FIRE RATING

Meets building Code Requirements for Light
 Nonretarding Public Hazardous Burn Item (ASTM D-4333)

FLUEGLASS IMPACT ACRYLIC HAS A MODERATE MELT
 RATE OF BETWEEN 1.1 & 1.9 IN/HR. A C CLASS 480
 AS A CO-2 GAS TRANSMITTING MATERIAL.

For additional info on FLUEGLASS IMPACT ACRYLIC SHEET
 Contact: Polymer Technology Center (903) 217-3328

COLORS

- Cardinal Red #3630-53
- Matte Black #7725-22
- White (Implex) #7328

PLEASE NOTE:
 PMS COLORS, SCREEN COLORS AND
 PRINTER COLORS MAY VARY FROM ACTUAL MATERIAL.
 PLEASE REFER TO MATERIAL COLOR CHARTS OR
 SAMPLES FOR ACCURATE MATCHES.

ALL SIGNS ARE DESIGNED TO COMPLY WITH
 FLORIDA BUILDING CODE 2014 EDITION &
 AS PER ASCE 7-10 FOR
 140 MPH FASTEST WIND VELOCITY,
 IMPORTANCE FACTOR OF 1.0
 AND A C1 FACTOR 1.2 WITH WIND EXPOSURE C.

ALL COMPONENTS ARE MET LISTED, ALL WIRING
 IS IN ACCORDANCE TO THE 2014
 NEC CHAPTER 6 ARTICLE 600.

I HAVE CAREFULLY REVIEWED THIS PROOF FOR ACCURACY, INCLUDING SPELLING
 AND COLORS, AND AUTHORIZE PRODUCTION IN ACCORDANCE WITH THIS DOCUMENT.

Sign: _____ Date: _____

Brite Lite Signs

Mike Moore

Winn-Dixie

#0003

290 Salamo Road
Ponte Vedra Beach, FL

06/16/14 N/A 08/14/15

WD0005P 2014

3/4"=1'

Drawn by
Howell A. Rush

Changes?

All Changes must be
marked clearly.

Fax to: 904-396-9594
or email to:
howell@britesigns.com

Drawn by specific:
Executive models will be
charged at \$25.00 each.

This drawing was created to help
you in mastering our proposal.
The original design is property of
Brite Lite Service Company, Inc.,
and is protected by Federal
Copyright Laws. Reproduction or
construction of a sign similar to
the one attached hereto, is
forbidden.

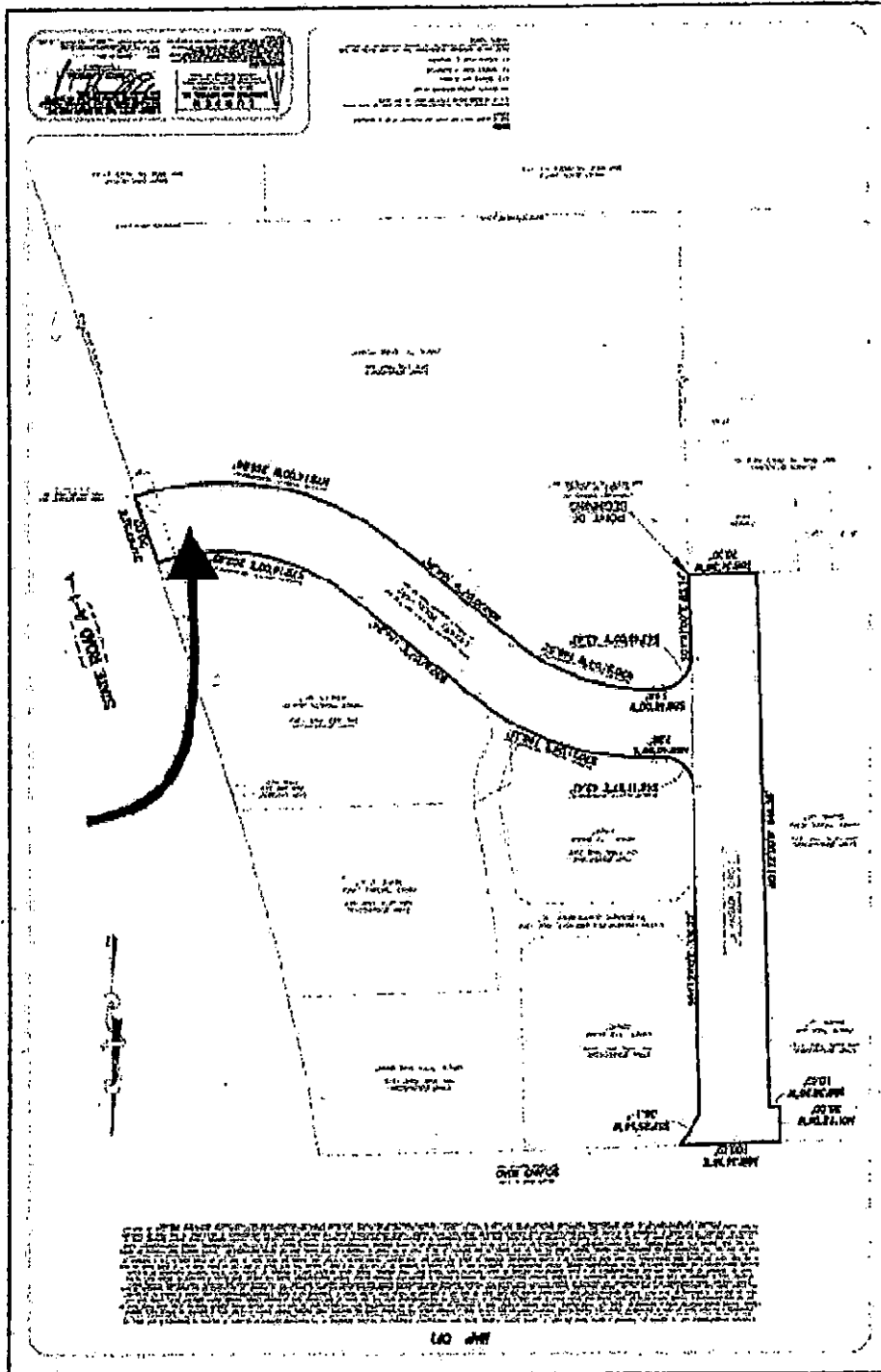
ACTIVE MEMBER OF



DATE COPIED:
NATIONAL COMMISSION
DECEMBER 15, 2002/14

ENGINEER INFORMATION
 CLAUDE E. BACWELL, P.E.
 5918 WILSON ST
 JACKSONVILLE, FLORIDA 32205
 (904) 338-8074 FAX (904) 338-4770
 FLORIDA LICENSE # 1943
 STRUCTURAL SPECIALIST

SIGNATURE
DATE



Monument Sign Location

EXHIBIT C

EXHIBIT "D" to Resolution

Prepared by:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

After
recording return to:

Brad Newman
Fifth Third Bank
Kennedy Office Building
MD: TJFK3D
4427 West Kennedy Boulevard
Tampa, Florida 33609

ACCESS EASEMENT

This **ACCESS EASEMENT** (this "Easement") is made as of this ___ day of _____, 2017, by and between **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership, whose address is 200-2100 Matheson Boulevard, Mississauga, Ontario L4W5E1, Canada (the "Grantor"), and **FIFTH THIRD BANK**, an Ohio banking corporation, whose address is 38 Fountain Square Plaza, MD 10ATA1, Cincinnati, Ohio 45263 (the "Grantee").

BACKGROUND FACTS

A. Grantor is the owner of (a) that certain parcel of real property described in *Exhibit A* attached to this Easement and generally depicted with hatching on *Exhibit A-1* attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property described in *Exhibit B* attached to this Easement and generally depicted with hatching on *Exhibit B-1* attached to this Easement (the "Easement Area").

B. Grantee, together with its successors and assigns, and their respective guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees shall be collectively entitled to the rights granted in this Easement.

C. Grantee desires Grantor to grant a vehicular and pedestrian ingress and egress easement to Grantee, for the purpose of providing vehicular and pedestrian access to the property described in *Exhibit C* attached to this Easement and generally depicted with hatching on *Exhibit C-1* attached to this Easement (the "Grantee's Property") over and across the Easement Area.

D. Grantor has agreed to grant such easement on the terms set forth herein.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants, bargains, sells, transfers and conveys to Grantee a perpetual, non-exclusive easement and right-of-way (the "Access Easement") on, over, and across the Easement Area for vehicular and pedestrian ingress and egress for the benefit of Grantee and Grantee's Property, the easement being available for the tenants and users of improvements now constructed or as may be hereafter constructed on the Grantee's Property, and for Grantee's invitees, licensees, agents, employees and customers and their respective successors and assigns. The Easement Area shall be used for ingress and egress by vehicles and pedestrians, including, but not limited to, ingress and egress by vehicles and pedestrians to and from Grantee's Property and the adjacent public rights-of-way. It is not the intention of Grantor to create or dedicate any rights-of-way for the public generally or any member of the public and any such dedication is specifically negated. The Easement Area shall not be used for parking purposes by any party.

3. Easement Non-Exclusive; No Obstructions. Grantor, for itself and the successors and assigns in ownership of the Easement Area, reserves the right to use and enjoy the Easement Area in such a manner that is not inconsistent with the rights herein granted to Grantee, and does not materially impair Grantee's use and enjoyment of the Easement Area. Subject to the foregoing, Grantor may use the Easement Area for the installation of below-surface electrical lines, water lines, drainage facilities, and other utility or similar lines. Grantor shall not erect any obstructions, or permit any obstructions to be erected, on any portion of the Easement Area that may materially impair the rights granted to the Grantee hereunder, or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, upon or across the Easement Area. Grantor shall not, without Grantee's consent (which shall not be unreasonably withheld) materially alter the curb-cuts, driveways or accessways existing on the Easement Area as of the date of this Easement; provided, however, Grantee's consent shall not be required for the construction and installation of a monument sign in the existing median on Library Boulevard located nearest A1A.

4. Maintenance and Repair. Grantor shall cause the Easement Area to be maintained and repaired as necessary. Notwithstanding the foregoing, Grantee will bear the entire cost of repairs and replacements caused by the negligence or willful misconduct of Grantee or its successors, assigns, permittees, licensees, invitees, agents. In addition to the foregoing, Grantor shall maintain (or cause the same to be maintained) the Easement Area in a serviceable condition, free from obstructions and potholes, and in a safe, clean and sanitary condition, free and clear of rubbish, debris and other hazards to persons using the same, and shall make (or shall cause to be made) all repairs, replacements and improvements necessary to so maintain the Easement Area to provide ingress, egress, access, and/or passage, as provided in this Easement. Such maintenance obligation shall include maintaining the surfaces of the Easement Area at such

grades and levels that they may be used and enjoyed as contiguous and homogeneous accessways. If Grantor fails to so maintain, repair and replace the Easement Area, and if such failure is not corrected within thirty (30) days following written notice of such failure by Grantee, Grantee shall be entitled, at Grantee's option, to perform such maintenance responsibilities. In such case, Grantor shall be responsible for promptly reimbursing Grantee for all reasonable out-of-pocket costs (as evidenced by copies of paid invoices therefor) incurred by Grantee in completing such maintenance, repair and replacement obligations, which reimbursement shall be made within thirty (30) days of receipt of copies of paid invoices therefor from Grantee, and any such reimbursement not timely paid shall bear interest at the rate of ten percent (10%) per annum until the date of payment in full.

5. Right to Encumber. Grantor may encumber its easement rights created hereby in and to the Easement Area with a mortgage, provided that such mortgage is subordinated to this Easement.

6. Division. As or if the Grantor's Property and the Grantee's Property is divided into two (2) or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of (and shall be encumbered by) the Access Easement created by this Easement.

7. Representations and Warranties. Grantor hereby represents and warrants that Grantor owns the Easement Area, has the power and authority to grant the rights herein given, and no consent to or approval of this Easement is required from any lender or other third party. Grantor further represents and warrants that, as of the date of this Easement, no portion of the Easement Area is encumbered by any mortgage or similar financing encumbrance. Grantee acknowledges and agrees that Grantor is providing no representation or warranty that this Access Easement is sufficient to provide legal access to Grantee's Property.

8. Notices. Any notice required to be sent to Grantor or Grantee under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, or hand delivered to the last known address of the person who appears as owner of the Grantor's Property, the owner of the Easement Area, and the owner of the Grantee's Property, each as set forth in the current public records of St. Johns County, Florida at the time of such mailing. Additionally, any notices delivered to Fifth Third Bank, while the Grantee's Property is owned by Fifth Third Bank, shall also be delivered to the following addressees:

Fifth Third Bank
38 Fountain Square Plaza
MD 10ATA1
Cincinnati, Ohio 45263
Attn: Senior VP Corporate Facilities

Brad Newman
Fifth Third Bank
Kennedy Office Building
MD: TJFK3D
4427 West Kennedy Boulevard

Tampa, Florida 33609

9. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Grantor's Property and the Grantee's Property, upon the terms, provisions and conditions therein set forth.

10. Enforcement; Attorney's Fees. In the event of any default under this Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee together with such other costs and expenses as the court deems appropriate.

11. Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the easement described herein and as otherwise may be reasonable and necessary to carry out the terms of this Easement, including without limitation, executing such easement and joinders of dedications as may be required by any utility providers or governmental authorities with respect to the improvements in the Easement Area contemplated herein, provided that the same does not expose any such party to material additional cost or liability.

12. Miscellaneous. There are no third party beneficiaries to this Easement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Easement. This Easement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie in the court having jurisdiction in St. Johns County, Florida. In the event that any of the covenants, agreements, terms, or provisions contained in this Easement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. This Easement may only be modified or amended with the written consent of Grantor and Grantee. This Easement may be executed in counterparts.

[Remainder of page intentionally left blank; signature pages follow.]

Grantor and Grantee have caused this Easement to be executed on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership

Michael Charles Joseph McBride

Name: MICHAEL CHARLES JOSEPH MCBRIDE

By: 

Dr. Bernd Abromelt-Kremser

Rita Blythe

Name: _____

Name: RITA BLYTHE

Title: _____

President

mcb PROVINCE
STATE OF ONTARIO
mcb CITY
COUNTY OF TORONTO

mcb The foregoing was acknowledged before me this 22nd day of JUNE, 2017, by DR. BERND ABROMEIT-KREMSER as PRESIDENT of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.

mcb

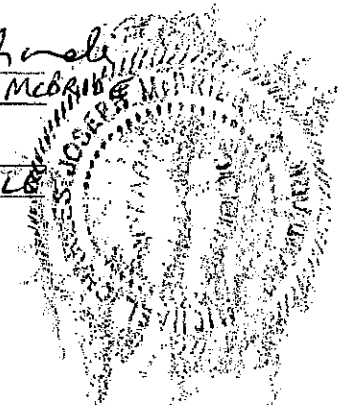
Michael Charles Joseph McBride

Name: MICHAEL CHARLES JOSEPH MCBRIDE

Notary Public, PROVINCE and CITY aforesaid

My Commission Expires: FOR LIFE

Commission No.: NOT APPLICABLE



Signed, sealed and delivered
in the presence of:

Susan M Klein

Name: Susan M Klein

[Signature]

Name: Frank Ortiz

GRANTEE:

FIFTH THIRD BANK, an Ohio banking
corporation

By: [Signature]

Name: BRADLEY M. NEWMAN

Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 5th day of MAY, 2017, by BRADLEY M. NEWMAN as VP of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation, who is personally known to me or has produced DRIVERS LICENSE as identification.

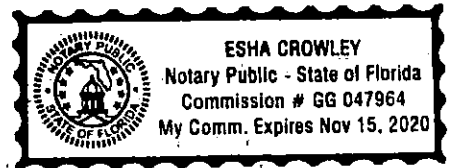
[Signature]

Name: ESHA CROWLEY

Notary Public, State and County aforesaid

My Commission Expires: Nov 15, 2020

Commission No.: AG 047964



Signed, sealed and delivered
in the presence of:

Julia A Fite

Name: JULIE FITE

Kevin Torch

Name: KEVIN TORCH

GRANTEE:

FIFTH THIRD BANK, an Ohio banking
corporation

By: Joe W Hodge

Name: JOE W HODGE

Title: VP

STATE OF ~~FLORIDA~~ Ohio

COUNTY OF Hamilton

The foregoing was acknowledged before me this 4th day of May, 2017, by Joe W. Hodge, as VP of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Amie Lee Gum
Name: Amie Lee Gum
Notary Public, State and County aforesaid
My Commission Expires: Nov. 6, 2020
Commission No.: _____



AMIE LEE GUM
Notary Public, State of Ohio
My Commission Expires
November 6, 2020

EXHIBIT A

"Grantor's Property"

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 12; thence S. 89° 04' 02" W., along Southerly line of Government Lot 12, 1328.32' to the Westerly line of said Government Lot 12,; thence N. 01° 13' 06" W., along last said line 870.33' to the Point of Beginning; thence continue N. 01° 13' 06" W., along said Westerly line, 390.26' to the Southerly right-of-way line of Solano Road (a 60' right-of-way as now established); thence N. 88° 37' 10" E., along said Southerly right-of-way line 90.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 190.00'; thence N. 01° 13' 06" W., 130.26' to the said Southerly right-of-way line; thence N. 88° 37' 10" E., along last said line, 190.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 60.00'; thence S. 01° 13' 06" E., 260.00'; thence S. 88° 37' 10" W., 530.00' to the Point of Beginning..

EXHIBIT A-1

"Grantor's Property"

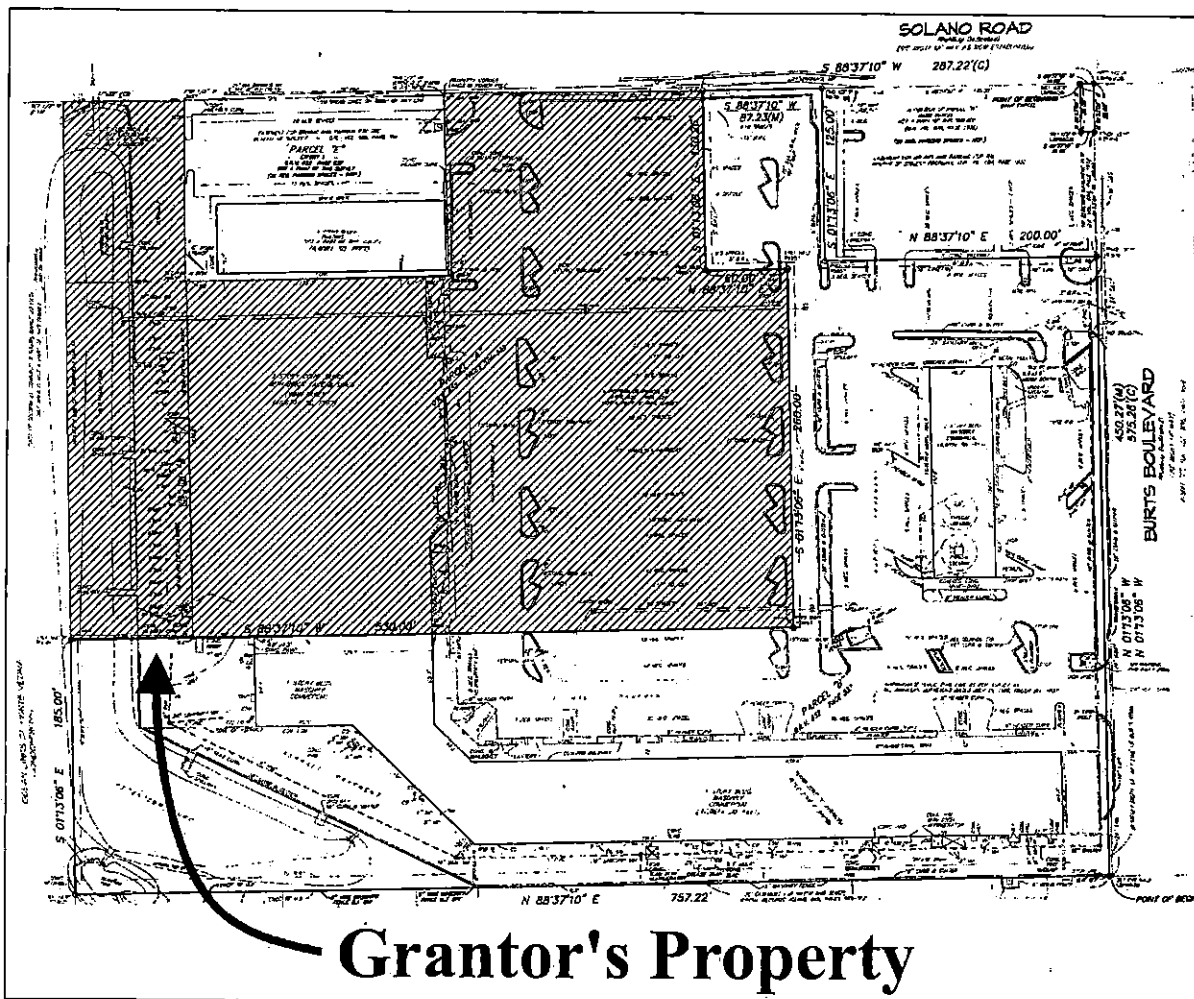


EXHIBIT B

"Easement Area"

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°36'36" WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH 88°36'36" WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. 210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 88°36'36" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH 32°25'54" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH 01°12'00" EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°11'57" EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH 88°48'00" EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°51'04" EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH 50°30'07" EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'00" EAST, 202.65 FEET; THENCE SOUTH 17°57'52" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°14'00" WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; FIFTH COURSE, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°48'00" WEST, 42.43 FEET TO A POINT LYING ON SAID EAST

RIGHT OF WAY LINE OF LA PASADA CIRCLE; THENCE SOUTH 01°12'00" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING. SAID LANDS INTENDED TO BE THE SAME AS THOSE DESCRIBED AS BERTS BOULEVARD AND SANDIA BOULEVARD IN OFFICIAL RECORDS BOOK 685, PAGE 298 OF SAID PUBLIC RECORDS.

EXHIBIT B-1

"Easement Area"

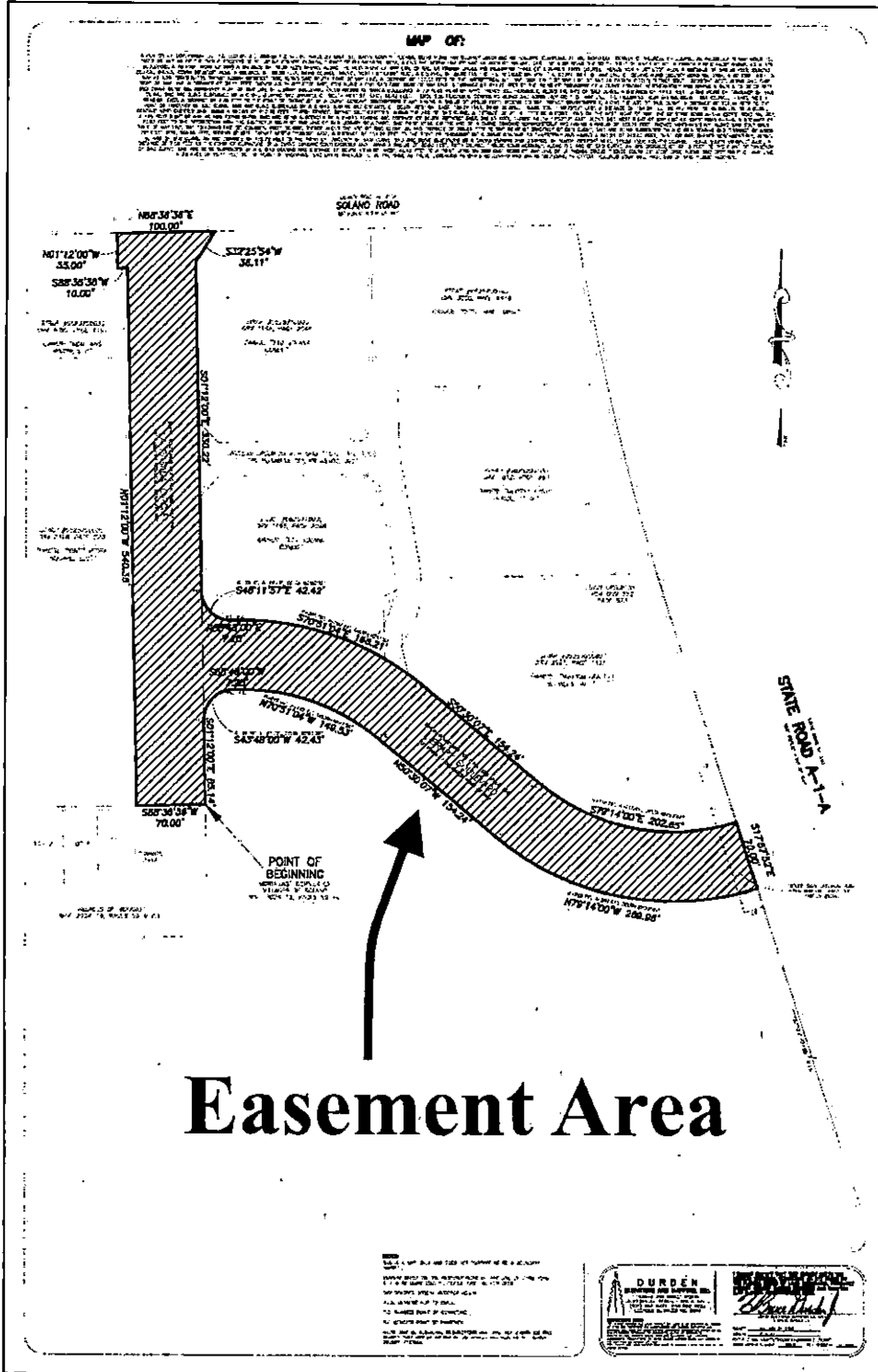


EXHIBIT C

"Grantee's Property"

Parcel 16:

A part of Government Lot 12, Section 21; Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

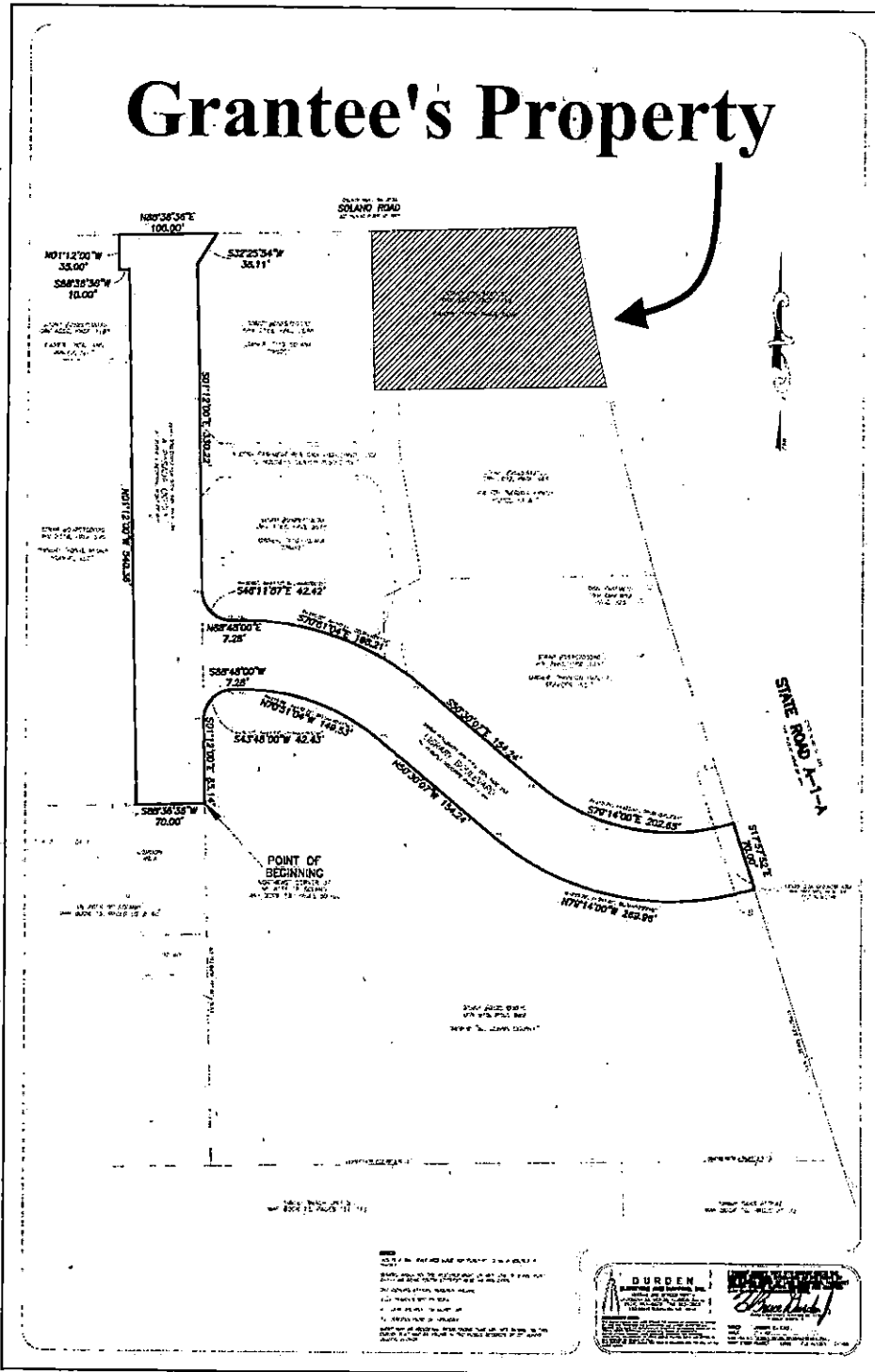
For a point of reference commence at the Southeast corner of said Section 21; thence North 89 degrees 02 minutes 18 seconds East along the South line of Section 22 of said Township and Range, the same being the North line of Sandy Oaks Unit 1, as recorded in Map Book 14, pages 98 and 99 of the public records of St. Johns County, Florida, a distance of 238.91 feet to the Westerly right of way line of State Road A-1-A (as now established as a 188 foot right of way); thence North 17 degrees 57 minutes 52 seconds West along said Westerly right of way line, a distance of 698.55 feet to a point, said point being on a curve concave Northeasterly, having a radius of 210.79 feet; thence Northwesterly along the arc of said curve a chord bearing of North 79 degrees 14 minutes 00 seconds West and a chord distance of 202.66 feet to the point of tangency of said curve; thence North 50 degrees 30 minutes 07 seconds West, a distance of 154.24 feet to a point of curve of a curve concave Southwesterly, having a radius of 285.00 feet; thence Northwesterly along the arc of said curve, a chord bearing of North 70 degrees 51 minutes 04 seconds West, and a chord distance of 198.21 feet to the point of tangency of said curve; thence South 88 degrees 48 minutes 00 seconds West, a distance of 7.28 feet to a point of curve of a curve concave Northwesterly, having a radius of 30 feet; thence Northwesterly along the arc of said curve a chord bearing of North 46 degrees 12 minutes 00 seconds West and a chord distance of 42.43 feet to the point of tangency of said curve; thence North 01 degrees 12 minutes 00 seconds West, a distance of 360.23 feet to the Southerly right of way line of Solano Road (as now established as a 60 foot right of way); thence North 88 degrees 36 minutes 36 seconds East along said Southerly right of way line of Solano Road, a distance of 178.16 feet to the Point of Beginning; thence continuing along last said line, a distance of 208.53 feet to the aforementioned Westerly right of way line of State Road A-1-A, said right of way line being a curve concave Northeasterly, having a radius of 2952.93 feet; thence Southeasterly along the arc of said curve and along said Westerly right of way line a chord bearing of South 11 degrees 32 minutes 18 seconds East and a chord distance of 162.54 feet to a point on said curve; thence South 88 degrees 36 minutes 36 seconds West, parallel with the Southerly right of way line of aforementioned Solano Road, a distance of 237.70 feet; thence North 01 degrees 12 minutes 00 seconds West, a distance of 160.00 feet to the Point of Beginning.

Together with Reciprocal Grant of Easement as set out in instrument recorded in Official Records Book 1007, page 1186, in the public records of St. Johns County, Florida.

Together with easements as set out in Amended and Restated Grant of Easement recorded in Official Records Book 1007, page 1206, as amended by Official Records Book 1166, page 2035, in the public records of St. Johns County, Florida.

EXHIBIT C-1

"Grantee's Property"



Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

ACCESS EASEMENT

This **ACCESS EASEMENT** (the "Easement") is made as of this ___ day of _____, 2017, by and between **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership, whose address is 200-2100 Matheson Blvd., Mississauga, Ontario L4W5E1, Canada (the "Grantor"), and **NEAL AND WINTER, L.L.C.**, a Florida limited liability company, whose address is 100 Professional Drive, Ponte Vedra Beach, Florida 32082 (the "Grantee").

BACKGROUND FACTS

A. Grantor is the owner of (a) that certain parcel of real property legally described and generally depicted in *Exhibit A* attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property legally described and generally depicted in *Exhibit B* attached to this Easement (the "Easement Area").

B. Grantee, together with its successors and assigns, and its guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees shall be collectively entitled to the rights granted in this Easement.

C. Grantee desires Grantor to grant a vehicular and pedestrian ingress and egress easement to Grantee, for the purpose of providing vehicular and pedestrian access to the property legally described and generally depicted in *Exhibit C* attached to this Easement (the "Grantee's Property") over and across the Easement Area.

D. Grantor has agreed to grant such easement on the terms set forth herein.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Grant of Easement. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement and right-of-way on, over, and across the Easement Area for vehicular and pedestrian ingress and egress for the benefit of Grantee's Property, in common with an easement for vehicular and pedestrian access, ingress

and egress for the Grantor's Property, the easement being available for the tenants and users of improvements now constructed or hereafter as may be constructed on the Grantee's Property and the Grantor's Property and Grantor's and Grantee's respective invitees, licensees, agents, employees and customers, including delivery, pick-up, fire protection service providers, police and other authorities of the law, United States postal carriers, and representative of the utilities and telecommunication companies authorized by Grantor or Grantee to serve the respective properties, and their respective successors and assigns. The permitted assigns of Grantor and Grantee include their respective tenants, licensees, agents, employees, customers and their successors and assigns (the "Access Easement"). The Easement Area shall be used solely for ingress and egress by vehicles and pedestrians to and from adjacent public right-of-way. It is not the intention of Grantor to create or dedicate any rights-of-way for the public generally or any member of the public and any such dedication is specifically negated. The Easement Area shall not be used for parking purposes by any party without the prior written approval of Grantor or Grantee, which approval will not be unreasonably withheld or delayed.

3. Easement Non-Exclusive. Grantor, for itself and the successors and assigns in ownership of the Easement Area, reserves the right to use and enjoy the Easement Area as set forth in Section 2 and for any below surface uses (such as utility lines or the like) which in any way is not inconsistent with the rights herein granted to Grantee.

4. Maintenance and Repair. The Easement Area shall be maintained and repaired by Grantor; provided, however, that Grantee will bear the entire cost of repairs and replacements caused by the negligence or willful misconduct of Grantee, its successors and assigns.

5. Right to Encumber. Grantor may encumber its easement rights created hereby in and to the Easement Area with a mortgage, provided that such mortgage is subordinated to this Easement.

6. Division. As or if the Grantor Property and the Grantee Property is divided into two (2) or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the Access Easement created by this Easement.

7. Representations and Warranties. Grantor hereby represents and warrants that Grantor owns the Easement Area, has the power and authority to grant the rights herein given, and no consent to or approval of this Easement is required from any lender or other third party other than the consent and joinder of mortgagees attached hereto, if any. Grantee acknowledges and agrees that Grantor is providing no representation or warranty that this Easement is sufficient to provide legal access to Grantee's Property.

8. Notices. Any notice required to be sent to Grantor or Grantee under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, or hand delivered to the last known address of the person who appears as owner of the Grantor's Property, the owner of the Easement Area, and the owner of the Grantee's Property, each as set forth in the current public records of St. Johns County, Florida at the time of such mailing.

9. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Grantor's Property and the Grantee's Property, upon the terms, provisions and conditions therein set forth.

10. Enforcement; Attorney's Fees. In the event of any default under this Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee together with such other costs and expenses as the court deems appropriate.

11. Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the easement described herein and as otherwise may be reasonable and necessary to carry out the terms of this Easement, including without limitation, executing such easement and joinders of dedications as may be required by any utility providers or governmental authorities with respect to the improvements in the Easement Area contemplated herein, provided that the same does not expose any such party to material additional cost or liability.

12. Miscellaneous. There are no third party beneficiaries to this Easement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Easement. This Easement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie in the court having jurisdiction in St. Johns County, Florida. In the event that any of the covenants, agreements, terms, or provisions contained in this Easement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. This Easement may only be modified or amended with the written consent of Grantor and Grantee. This Easement may be executed in counterparts.

[Remainder of page intentionally left blank; signature pages follow.]

Grantor and Grantee have caused this Easement to be executed on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership

Michael Charles Joseph

Name: *Michael C.J. McBride*

By: *[Signature]* Dr. Bernd Abramett-Kremsler

[Signature]

Name: _____

Name: *Rita Blythe*

Title: *President*

ncos Province

STATE OF *Ontario, Canada*

ncos City

COUNTY OF *Toronto*

Dr. Bernd
ncos

The foregoing was acknowledged before me this *2nd* day of *June*, 2017, by *Abramett-Kremsler* as *President* of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me ~~or has produced~~ *ncos*
~~as identification.~~

ncos

Michael Charles Joseph

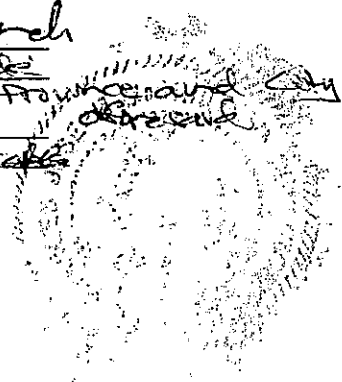
Name: *Michael C.J. McBride*

Notary Public, State and County aforesaid *Province and City*

My Commission Expires *For Life*

Commission No.: *Not Applicable*

ncos



Signed, sealed and delivered
in the presence of:

John S. Duss

Name: John S. Duss IV

Polly T Newstead

Name: Polly T Newstead

GRANTEE:

NEAL AND WINTER, L.L.C., a Florida
limited liability company

By: Kevin L. Neal

Name: Kevin L. Neal

Title: Manager

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing was acknowledged before me this 28 day of August 2017, by Kevin L. Neal as Manager of Neal and Winter, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

John S. Duss

Name: _____

Notary Public, State and County aforesaid

My Commission Expires: _____

Commission No.: _____

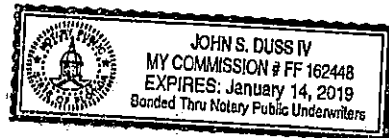


EXHIBIT A

"Grantor's Property"

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 12; thence S. 89° 04' 02" W., along Southerly line of Government Lot 12, 1328.32' to the Westerly line of said Government Lot 12,; thence N. 01° 13' 06" W., along last said line 870.33' to the Point of Beginning; thence continue N. 01° 13' 06" W., along said Westerly line, 390.26' to the Southerly right-of-way line of Solano Road (a 60' right-of-way as now established); thence N. 88° 37' 10" E., along said Southerly right-of-way line 90.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 190.00'; thence N. 01° 13' 06" W., 130.26' to the said Southerly right-of-way line; thence N. 88° 37' 10" E., along last said line, 190.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 60.00'; thence S. 01° 13' 06" E., 260.00'; thence S. 88° 37' 10" W., 530.00' to the Point of Beginning..

EXHIBIT B

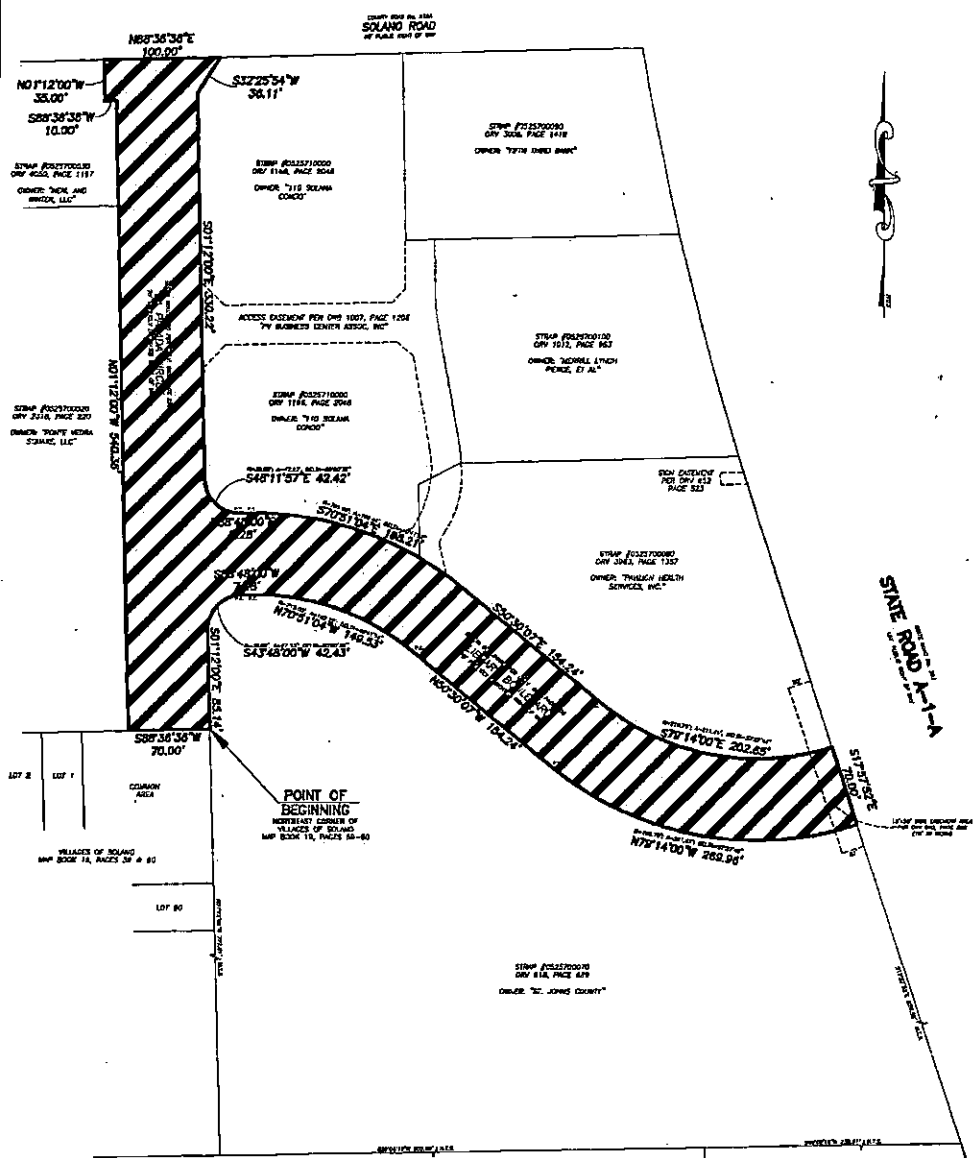
"Easement Area"

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°36'36" WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH 88°36'36" WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. 210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 88°36'36" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH 32°25'54" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH 01°12'00" EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°11'57" EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH 88°48'00" EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°51'04" EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH 50°30'07" EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'00" EAST, 202.65 FEET; THENCE SOUTH 17°57'52" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°14'00" WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS

OF 30.00 FEET; FIFTH COURSE, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°48'00" WEST, 42.43 FEET TO A POINT LYING ON SAID EAST RIGHT OF WAY LINE OF LA PASADA CIRCLE; THENCE SOUTH 01°12'00" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING. SAID LANDS INTENDED TO BE THE SAME AS THOSE DESCRIBED AS BERTS BOULEVARD AND SANDIA BOULEVARD IN OFFICIAL RECORDS BOOK 685, PAGE 298 OF SAID PUBLIC RECORDS.

MAP OF:

A PORTION OF THE RECORD OF THE COUNTY OF JONES, MISSISSIPPI, SHOWING THE LOCATION OF THE EASEMENT AREA AS SHOWN IN MAP BOOK 18, PAGE 22, AND THE LOCATION OF THE EASEMENT AREA AS SHOWN IN MAP BOOK 18, PAGE 22, AND THE LOCATION OF THE EASEMENT AREA AS SHOWN IN MAP BOOK 18, PAGE 22.



Easement Area

NOTES:
1. THIS MAP IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
2. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE INFORMATION CONTAINED HEREIN.
3. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE INFORMATION CONTAINED HEREIN.

DURDEN
SURVEYING AND ENGINEERING, INC.
1000 N. GARDNER STREET
TALLAHASSEE, FL 32304
PH: 904.224.1111
FAX: 904.224.1112
www.durden-surveying.com

EXHIBIT C

"Grantee's Property"

A part of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly right-of-way line of State Road No. 203 (a 188.00 foot right-of-way as now established) with the Southerly right-of-way line of Solana Road (a 60.00 foot right-of-way as now established); thence South 88° 37' 10" West along said Southerly right-of-way line, a distance of 467.34 feet to the Point of Beginning; from the Point of Beginning thus described continue South 88° 37' 10" West, along said Southerly right-of-way line, a distance of 190.0 feet; thence South 01° 13' 06" East, a distance of 125.0 feet; thence North 88° 37' 10" East, a distance of 200.0 feet; thence North 01° 13' 06" West, a distance of 90.0 feet; thence South 88° 37' 10" West, a distance of 10.0 feet; thence North 01° 13' 06" West, a distance of 35.0 feet to the Point of Beginning.

Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

ACCESS EASEMENT

This **ACCESS EASEMENT** (the "Easement") is made as of this ___ day of _____, 2017, by and between **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership, whose address is 200-2100 Matheson Blvd., Mississauga, Ontario L4W5E1, Canada (the "Grantor"), and **THE 110 SOLANA CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 822 A1A North, Suite 103, Ponte Vedra Beach, Florida 32082 (the "Grantee").

BACKGROUND FACTS

A. Grantor is the owner of (a) that certain parcel of real property legally described and generally depicted in *Exhibit A* attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property legally described and generally depicted in *Exhibit B* attached to this Easement (the "Easement Area").

B. Grantee, together with its successors and assigns, and its guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees shall be collectively entitled to the rights granted in this Easement.

C. Grantee desires Grantor to grant a vehicular and pedestrian ingress and egress easement to Grantee, for the purpose of providing vehicular and pedestrian access to the property legally described and generally depicted in *Exhibit C* attached to this Easement (the "Grantee's Property") over and across the Easement Area.

D. Grantor has agreed to grant such easement on the terms set forth herein.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Grant of Easement. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement and right-of-way on, over, and across the Easement Area for vehicular and pedestrian ingress and egress for the benefit of Grantee's Property, in common with an easement for vehicular and pedestrian access, ingress

and egress for the Grantor's Property, the easement being available for the tenants and users of improvements now constructed or hereafter as may be constructed on the Grantee's Property and the Grantor's Property and Grantor's and Grantee's respective invitees, licensees, agents, employees and customers, including delivery, pick-up, fire protection service providers, police and other authorities of the law, United States postal carriers, and representative of the utilities and telecommunication companies authorized by Grantor or Grantee to serve the respective properties, and their respective successors and assigns. The permitted assigns of Grantor and Grantee include their respective tenants, licensees, agents, employees, customers and their successors and assigns (the "Access Easement"). The Easement Area shall be used solely for ingress and egress by vehicles and pedestrians to and from adjacent public right-of-way. It is not the intention of Grantor to create or dedicate any rights-of-way for the public generally or any member of the public and any such dedication is specifically negated. The Easement Area shall not be used for parking purposes by any party without the prior written approval of Grantor or Grantee, which approval will not be unreasonably withheld or delayed.

3. Easement Non-Exclusive. Grantor, for itself and the successors and assigns in ownership of the Easement Area, reserves the right to use and enjoy the Easement Area as set forth in Section 2 and for any below surface uses (such as utility lines or the like) which in any way is not inconsistent with the rights herein granted to Grantee.

4. Maintenance and Repair. The Easement Area shall be maintained and repaired by Grantor, and Grantee shall have no obligation for the maintenance and landscaping of the medians located within the Easement Area; provided, however, that Grantee will bear the entire cost of repairs and replacements caused by the negligence or willful misconduct of Grantee, its successors and assigns.

5. Right to Encumber. Grantor may encumber its easement rights created hereby in and to the Easement Area with a mortgage.

6. Division. As or if the Grantor Property and the Grantee Property is divided into two (2) or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the Access Easement created by this Easement.

7. Representations and Warranties. Grantor hereby represents and warrants that Grantor owns the Easement Area, has the power and authority to grant the rights herein given, and no consent to or approval of this Easement is required from any lender or other third party other than the consent and joinder of mortgagees attached hereto, if any. Grantee acknowledges and agrees that Grantor is providing no representation or warranty that this Easement is sufficient to provide legal access to Grantee's Property.

8. Notices. Any notice required to be sent to Grantor or Grantee under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, or hand delivered to the last known address of the person who appears as owner of the Grantor's Property, the owner of the Easement Area, and the owner of the Grantee's Property, each as set forth in the current public records of St. Johns County, Florida at the time of such mailing.

9. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Grantor's Property and the Grantee's Property, upon the terms, provisions and conditions therein set forth.

10. Enforcement; Attorney's Fees. In the event of any default under this Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee together with such other costs and expenses as the court deems appropriate.

11. Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the easement described herein and as otherwise may be reasonable and necessary to carry out the terms of this Easement, including without limitation, executing such easement and joinders of dedications as may be required by any utility providers or governmental authorities with respect to the improvements in the Easement Area contemplated herein, provided that the same does not expose any such party to material additional cost or liability.

12. Miscellaneous. There are no third party beneficiaries to this Easement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Easement. This Easement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie in the court having jurisdiction in St. Johns County, Florida. In the event that any of the covenants, agreements, terms, or provisions contained in this Easement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. This Easement may only be modified or amended with the written consent of Grantor and Grantee. This Easement may be executed in counterparts.

[Remainder of page intentionally left blank; signature pages follow.]

Grantor and Grantee have caused this Easement to be executed on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership

Michael Charles Tofaneli

Name: Michael Charles Tofaneli

Rita Blythe

Name: Rita Blythe

By: [Signature]

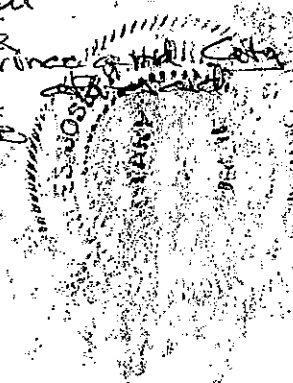
Name: Dr. Bernd Abromeit-Kremser

Title: President

ncd Province Ontario, Canada
ncd STATE OF Ontario, Canada
ncd City Toronto
ncd COUNTY OF Toronto

ncd The foregoing was acknowledged before me this 22nd day of June, 2017, by Dr. Bernd Abromeit-Kremser President of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me *ncd* or has produced as identification. *ncd*

ncd Michael Charles Tofaneli
Name: Michael Charles Tofaneli
Notary Public, State and County of Florida Province of the State of Florida
My Commission Expires: For Life
Commission No.: Not Applicable



Signed, sealed and delivered
in the presence of:

[Signature]

Name: KELLY E. WILSON

[Signature]

Name: Shawn Unsworth

GRANTEE:

**THE 110 SOLANA CONDOMINIUM
ASSOCIATION, INC.,** a Florida not-for-
profit corporation

By: [Signature]

Name: Stanley A. Gerwin

Title: Vice President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing was acknowledged before me this 20th day of JULY, 2017, by Stanley Gerwin as Vice President of The 110 Solana Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Signature]

Name: _____

Notary Public, State and County of Florida

My Commission Expires _____

Commission No.: _____

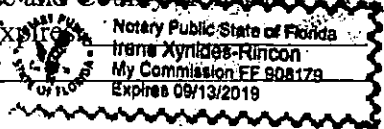


EXHIBIT A

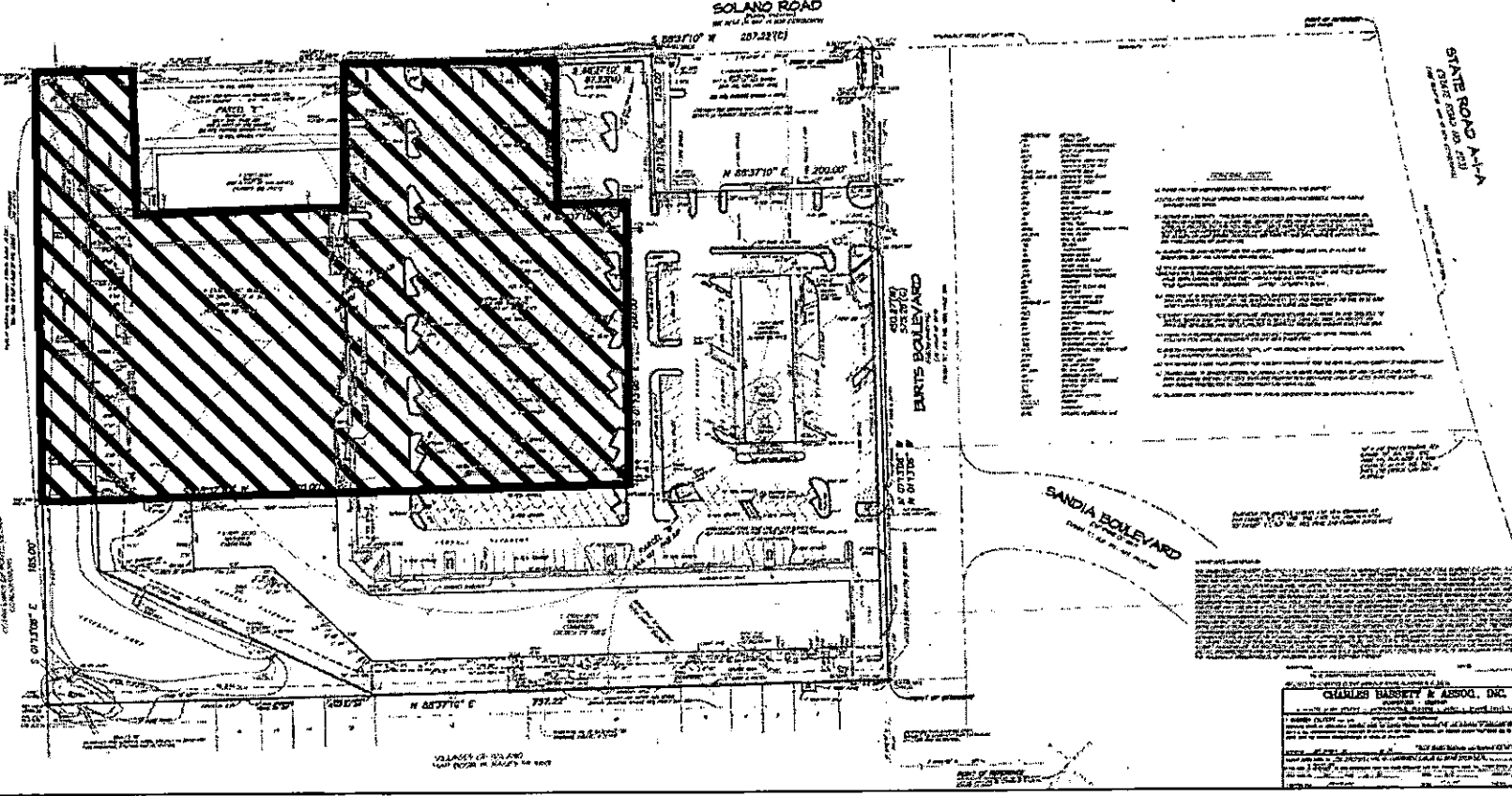
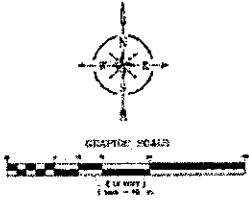
"Grantor's Property"

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 12; thence S. 89° 04' 02" W., along Southerly line of Government Lot 12, 1328.32' to the Westerly line of said Government Lot 12,; thence N. 01° 13' 06" W., along last said line 870.33' to the Point of Beginning; thence continue N. 01° 13' 06" W., along said Westerly line, 390.26' to the Southerly right-of-way line of Solano Road (a 60' right-of-way as now established); thence N. 88° 37' 10" E., along said Southerly right-of-way line 90.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 190.00'; thence N. 01° 13' 06" W., 130.26' to the said Southerly right-of-way line; thence N. 88° 37' 10" E., along last said line, 190.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 60.00'; thence S. 01° 13' 06" E., 260.00'; thence S. 88° 37' 10" W., 530.00' to the Point of Beginning..

MAP SHOWING ALTA/ACSM LAND TITLE SURVEY OF

A PORTION OF THE TRACT OF LAND KNOWN AS THE "SOLANO TRACT" IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1911, AND AS SHOWN ON THE MAP OF THE COUNTY OF ALAMEDA, CALIFORNIA, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, CALIFORNIA, ON FEBRUARY 2, 1ANO ROAD

Grantor's Property



CHARLES BASSETT & ASSOC., INC.
 Surveyors
 1000 ...
 ...
 ...

EXHIBIT B

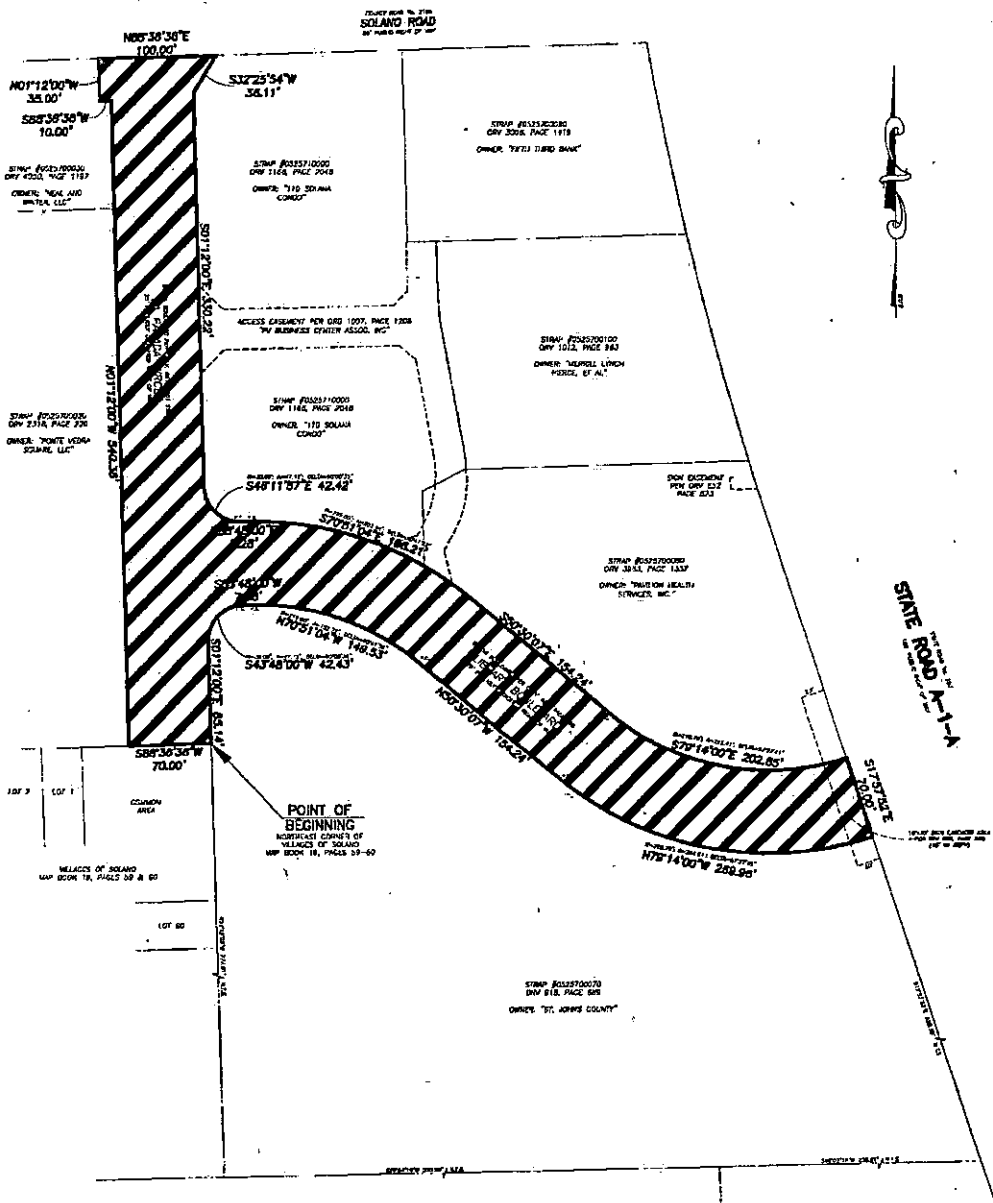
"Easement Area"

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°36'36" WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH 88°36'36" WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. 210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 88°36'36" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH 32°25'54" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH 01°12'00" EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°11'57" EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH 88°48'00" EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°51'04" EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH 50°30'07" EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'00" EAST, 202.65 FEET; THENCE SOUTH 17°57'52" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°14'00" WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS

OF 30.00 FEET; FIFTH COURSE, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°48'00" WEST, 42.43 FEET TO A POINT LYING ON SAID EAST RIGHT OF WAY LINE OF LA PASADA CIRCLE; THENCE SOUTH 01°12'00" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING. SAID LANDS INTENDED TO BE THE SAME AS THOSE DESCRIBED AS BERTS BOULEVARD AND SANDIA BOULEVARD IN OFFICIAL RECORDS BOOK 685, PAGE 298 OF SAID PUBLIC RECORDS.

MAP OF:

A portion of Subdivision 14, Section 21, Township 4 North, Range 28 East, 11th Range County, Florida, more particularly described as follows: ...



Easement Area

NOTES: 1. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY. 2. THE SURVEY IS BASED ON THE RELIABLE RECORD OF THE STATE AND LOCAL GOVERNMENTS AND THE RECORDS OF THE COUNTY AND TOWNSHIP.

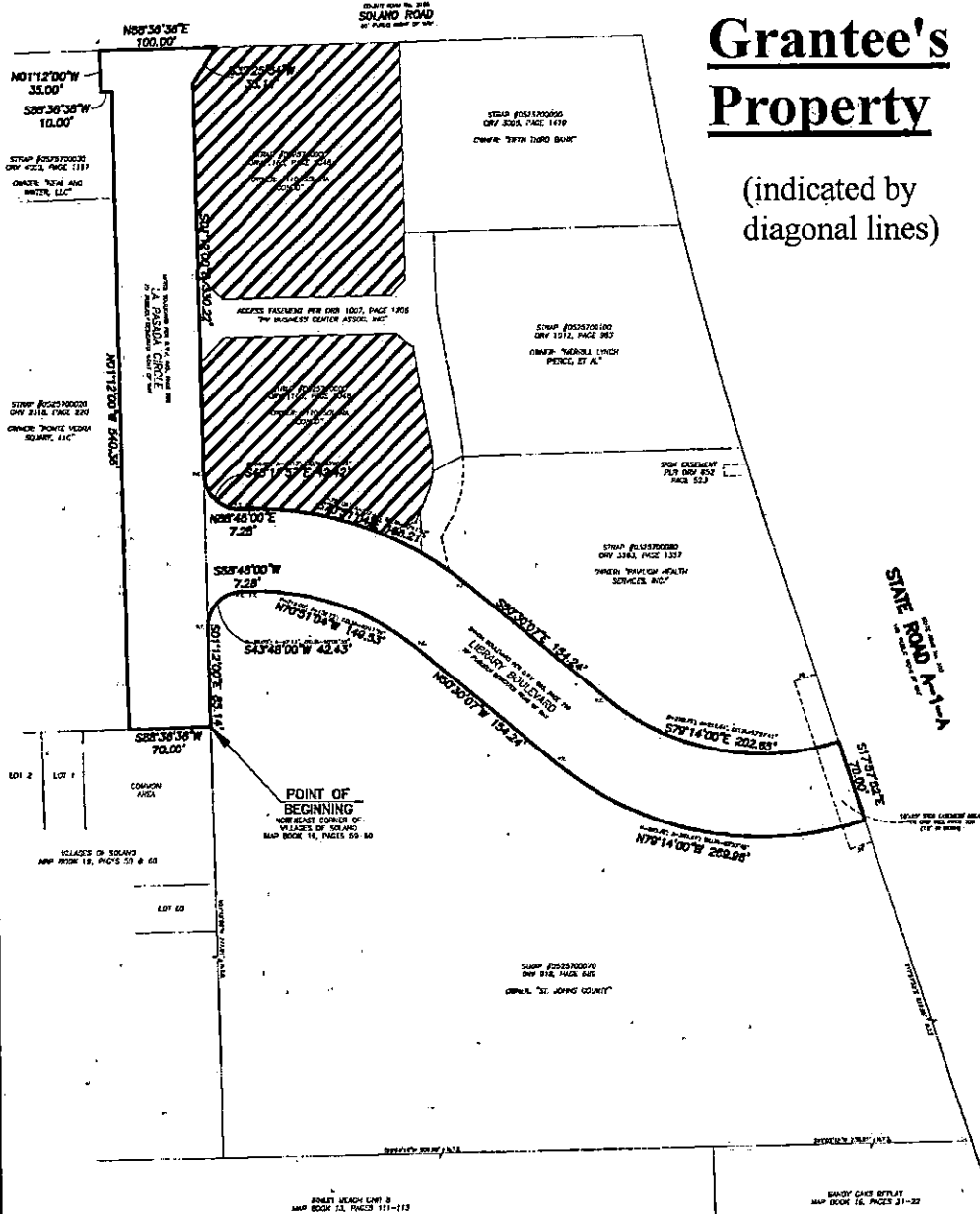
DURDEN SURVEYING AND MAPPING, INC. 1000 W. UNIVERSITY AVENUE, SUITE 100, GAITHERSBURG, MD 20878. Phone: (301) 251-1234. Website: www.durden.com

EXHIBIT C

“Grantee’s Property”

MAP OF

A portion of the map of the County of... (Detailed legal description text regarding land parcels, easements, and survey data.)



**Grantee's
Property**

(indicated by
diagonal lines)

DURDEN
 Surveyor
 10000 N. 100th St., Suite 100
 Omaha, NE 68164
 Phone: (402) 426-1111
 Fax: (402) 426-1112

STATE OF NEBRASKA
 COUNTY OF SARASOTA
 I, *[Signature]*, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original map on file in my office.

DATE: 10/15/2010
 TIME: 10:15 AM

Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

ACCESS EASEMENT

This **ACCESS EASEMENT** (the "Easement") is made as of this ___ day of _____, 2017, by and between **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership, whose address is 200-2100 Matheson Blvd., Mississauga, Ontario L4W5E1, Canada (the "Grantor"), and **THE PONTE VEDRA BUSINESS CENTER ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 822 A1A North, Suite 103, Ponte Vedra Beach, Florida 32082 (the "Grantee").

BACKGROUND FACTS

A. Grantor is the owner of (a) that certain parcel of real property legally described and generally depicted in *Exhibit A* attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property legally described and generally depicted in *Exhibit B* attached to this Easement (the "Easement Area").

B. Grantee, together with its successors and assigns, and its guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees shall be collectively entitled to the rights granted in this Easement.

C. Grantee desires Grantor to grant a vehicular and pedestrian ingress and egress easement to Grantee, for the purpose of providing vehicular and pedestrian access to the property legally described and generally depicted in *Exhibit C* attached to this Easement (the "Grantee's Property") over and across the Easement Area.

D. Grantor has agreed to grant such easement on the terms set forth herein.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Grant of Easement. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement and right-of-way on, over, and across the Easement Area for vehicular and pedestrian ingress and egress for the benefit of Grantee's Property, in common with an easement for vehicular and pedestrian access, ingress

and egress for the Grantor's Property, the easement being available for the tenants and users of improvements now constructed or hereafter as may be constructed on the Grantee's Property and the Grantor's Property and Grantor's and Grantee's respective invitees, licensees, agents, employees and customers, including delivery, pick-up, fire protection service providers, police and other authorities of the law, United States postal carriers, and representative of the utilities and telecommunication companies authorized by Grantor or Grantee to serve the respective properties, and their respective successors and assigns. The permitted assigns of Grantor and Grantee include their respective tenants, licensees, agents, employees, customers and their successors and assigns (the "Access Easement"). The Easement Area shall be used solely for ingress and egress by vehicles and pedestrians to and from adjacent public right-of-way. It is not the intention of Grantor to create or dedicate any rights-of-way for the public generally or any member of the public and any such dedication is specifically negated. The Easement Area shall not be used for parking purposes by any party without the prior written approval of Grantor or Grantee, which approval will not be unreasonably withheld or delayed.

3. Easement Non-Exclusive. Grantor, for itself and the successors and assigns in ownership of the Easement Area, reserves the right to use and enjoy the Easement Area as set forth in Section 2 and for any below surface uses (such as utility lines or the like) which in any way is not inconsistent with the rights herein granted to Grantee.

4. Maintenance and Repair. The Easement Area shall be maintained and repaired by Grantor; provided, however, that Grantee will bear the entire cost of repairs and replacements caused by the negligence or willful misconduct of Grantee, its successors and assigns.

5. Right to Encumber. Grantor may encumber its easement rights created hereby in and to the Easement Area with a mortgage.

6. Division. As or if the Grantor Property and the Grantee Property is divided into two (2) or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the Access Easement created by this Easement.

7. Representations and Warranties. Grantor hereby represents and warrants that Grantor owns the Easement Area, has the power and authority to grant the rights herein given, and no consent to or approval of this Easement is required from any lender or other third party other than the consent and joinder of mortgagees attached hereto, if any. Grantee acknowledges and agrees that Grantor is providing no representation or warranty that this Easement is sufficient to provide legal access to Grantee's Property.

8. Notices. Any notice required to be sent to Grantor or Grantee under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, or hand delivered to the last known address of the person who appears as owner of the Grantor's Property, the owner of the Easement Area, and the owner of the Grantee's Property, each as set forth in the current public records of St. Johns County, Florida at the time of such mailing.

9. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants

running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Grantor's Property and the Grantee's Property, upon the terms, provisions and conditions therein set forth.

10. Enforcement; Attorney's Fees. In the event of any default under this Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee together with such other costs and expenses as the court deems appropriate.

11. Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the easement described herein and as otherwise may be reasonable and necessary to carry out the terms of this Easement, including without limitation, executing such easement and joinders of dedications as may be required by any utility providers or governmental authorities with respect to the improvements in the Easement Area contemplated herein, provided that the same does not expose any such party to material additional cost or liability.

12. Miscellaneous. There are no third party beneficiaries to this Easement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Easement. This Easement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie in the court having jurisdiction in St. Johns County, Florida. In the event that any of the covenants, agreements, terms, or provisions contained in this Easement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. This Easement may only be modified or amended with the written consent of Grantor and Grantee. This Easement may be executed in counterparts.

[Remainder of page intentionally left blank; signature pages follow.]

Grantor and Grantee have caused this Easement to be executed on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership

Michael Charles Joseph

Name: Michael CST. McBride

By: [Signature]
Dr. Bernd Abromeit-Kremser

[Signature]

Name: _____

Name: Rita Blythe

Title: President

miss
Province
Country
miss
Dr. Bernd Abromeit
- cof

STATE OF Ontario, Canada miss

COUNTY OF Canada
City of Toronto

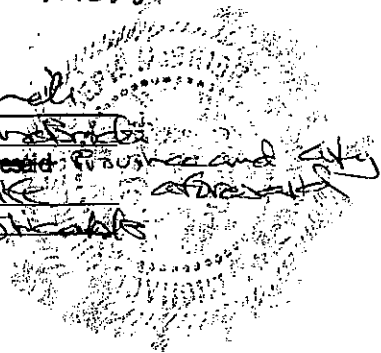
The foregoing was acknowledged before me this 22 day of June, 2017, by Dr. Bernd Abromeit as President of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me ~~or has produced~~ as identification. miss

miss

miss

Michael Charles Joseph

Name: Michael CST. McBride
Notary Public, State and County aforesaid: Florida and City
My Commission Expires: For Life
Commission No.: Not Applicable



Signed, sealed and delivered
in the presence of:

[Handwritten Signature]

Name: KELLY E. WILSON

[Handwritten Signature]

Name: Shawn Unsworth

GRANTEE:

**THE PONTE VEDRA BUSINESS
CENTER ASSOCIATION, INC.,** a Florida
not-for-profit corporation

By: Ruth Wilson

Name: RUTH WILSON

Title: president

STATE OF FLORIDA

COUNTY OF ST JOHNIS

The foregoing was acknowledged before me this 20th day of JULY, 2017, by
RUTH WILSON as President of The Ponte Vedra Business Center Association, Inc., a Florida
not-for-profit corporation, on behalf of the corporation, who is personally known to me or has
produced _____ as identification.

[Handwritten Signature]

Name: _____

Notary Public, State and County aforesaid

My Commission Expires: _____

Commission No. _____

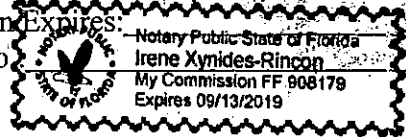


EXHIBIT A

"Grantor's Property"

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EXHIBIT B

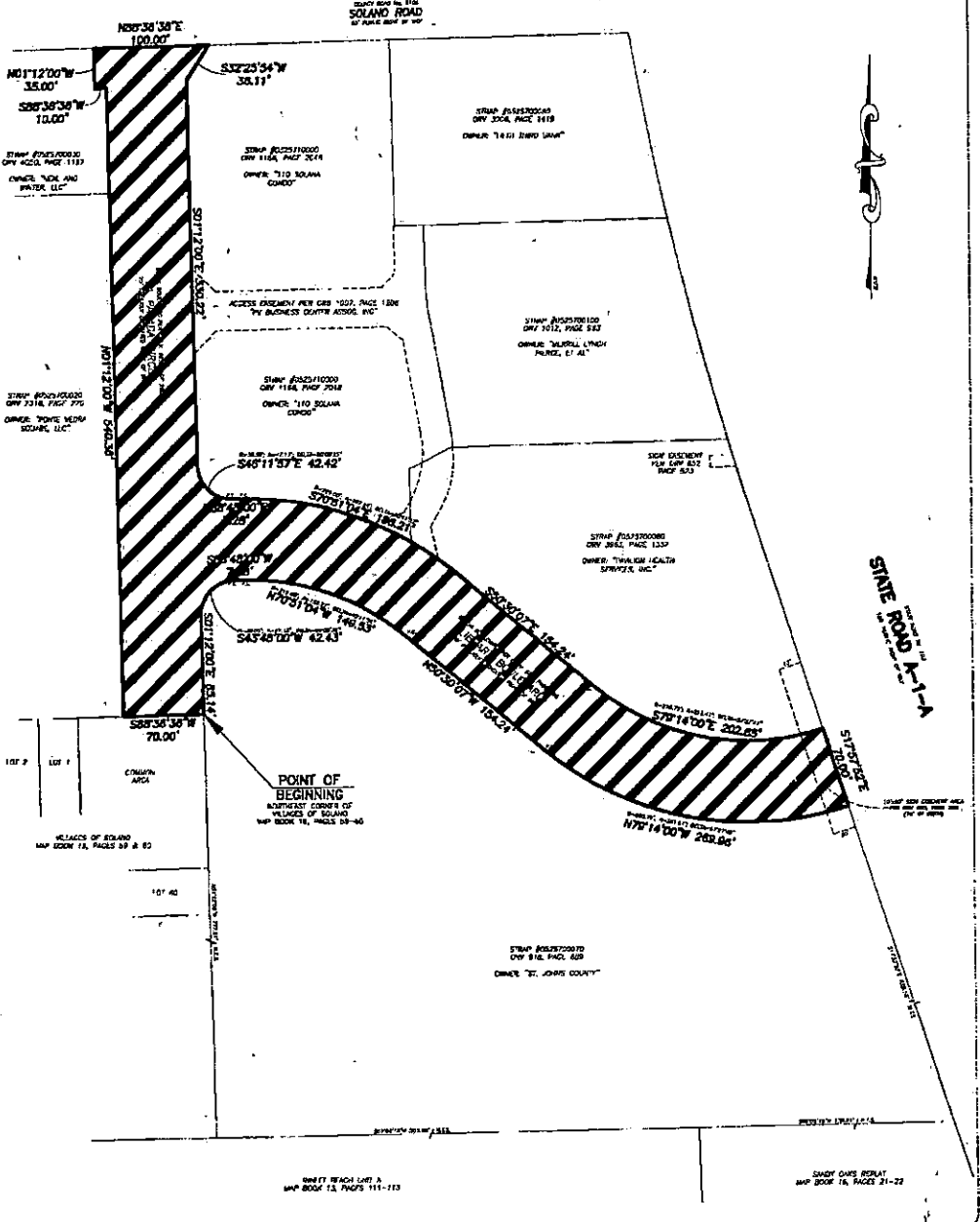
"Easement Area"

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°36'36" WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH 88°36'36" WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. 210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 88°36'36" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH 32°25'54" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH 01°12'00" EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°11'57" EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH 88°48'00" EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°51'04" EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH 50°30'07" EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'00" EAST, 202.65 FEET; THENCE SOUTH 17°57'52" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°14'00" WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS

OF 30.00 FEET; FIFTH COURSE, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°48'00" WEST, 42.43 FEET TO A POINT LYING ON SAID EAST RIGHT OF WAY LINE OF LA PASADA CIRCLE; THENCE SOUTH 01°12'00" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING. SAID LANDS INTENDED TO BE THE SAME AS THOSE DESCRIBED AS BERTS BOULEVARD AND SANDIA BOULEVARD IN OFFICIAL RECORDS BOOK 685, PAGE 298 OF SAID PUBLIC RECORDS.

MAP OF

A PORTION OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 10 EAST, COUNTY OF DURDEN, ILLINOIS. THIS MAP SHOWS THE BOUNDARIES OF THE SEVERAL PLOTS OF LAND, AS SHOWN IN THE ATTACHED RECORDS OF THE PUBLIC RECORDS OF THIS COUNTY, WHICH HAVE BEEN RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY. THIS MAP IS A PORTION OF A LARGER MAP WHICH IS BEING RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY UNDER THE TITLE 'MAP OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 10 EAST, COUNTY OF DURDEN, ILLINOIS'. THIS MAP IS A PORTION OF A LARGER MAP WHICH IS BEING RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY UNDER THE TITLE 'MAP OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 10 EAST, COUNTY OF DURDEN, ILLINOIS'. THIS MAP IS A PORTION OF A LARGER MAP WHICH IS BEING RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY UNDER THE TITLE 'MAP OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 10 EAST, COUNTY OF DURDEN, ILLINOIS'.



Easement Area

NOTICE:
 THIS MAP IS A PORTION OF A LARGER MAP WHICH IS BEING RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY UNDER THE TITLE 'MAP OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 10 EAST, COUNTY OF DURDEN, ILLINOIS'. THIS MAP IS A PORTION OF A LARGER MAP WHICH IS BEING RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY UNDER THE TITLE 'MAP OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 10 EAST, COUNTY OF DURDEN, ILLINOIS'. THIS MAP IS A PORTION OF A LARGER MAP WHICH IS BEING RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY UNDER THE TITLE 'MAP OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 10 EAST, COUNTY OF DURDEN, ILLINOIS'.

DURDEN
 COUNTY OF DURDEN, ILLINOIS
 CLERK OF COURTS
 OFFICE OF THE CLERK OF COURTS
 101 W. MAIN STREET
 DURDEN, ILLINOIS 62422

Blair
 REALTY & BROKERAGE
 101 W. MAIN STREET
 DURDEN, ILLINOIS 62422

EXHIBIT C

"Grantee's Property"

ACCESS EASEMENT NO. 1
(The Corner to RMS)

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THE SAME BEING THE NORTHEAST CORNER OF INLET BEACH UNIT EIGHT, AS RECORDED IN MAP BOOK 13, PAGES 111, 112 AND 113 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°04'18" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, THE SAME BEING THE NORTH LINE OF SAID INLET BEACH UNIT EIGHT, A DISTANCE OF 500.90 FEET; THENCE NORTH 01°12'00" WEST, PARALLEL WITH THE WESTERLY LINE OF SAID GOVERNMENT LOT 12, A DISTANCE OF 1001.66 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 01°12'00" WEST, 74.00 FEET, THENCE SOUTH 46°06'59" EAST, 28.33 FEET, THENCE NORTH 88°58'02" EAST, 145.09 FEET, THENCE NORTH 43°58'04" EAST, 16.97 FEET, THENCE NORTH 01°01'54" WEST, 40.69 FEET, THENCE NORTH 88°36'36" EAST, 26.00 FEET, THENCE SOUTH 01°01'54" EAST, 47.75 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY, CONCAVE EASTERLY, HAVING A RADIUS OF 173.98 FEET, AN ARC DISTANCE OF 28.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°44'38" EAST, 28.59 FEET TO A POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 10°27'23" EAST, 99.93 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY, CONCAVE WESTERLY, HAVING A RADIUS OF 113.00 FEET, AN ARC DISTANCE OF 16.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°12'41" EAST, 16.73 FEET, THENCE SOUTH 88°36'36" WEST, 1.20 FEET, THENCE SOUTH 63°07'45" WEST, 28.24 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE LEADING NORTHERLY, CONCAVE WESTERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC DISTANCE OF 24.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°17'14" WEST, 24.72 FEET TO A POINT OF TANGENCY OF SAID CURVE THENCE NORTH 10°27'23" WEST, 81.48 FEET, THENCE NORTH 50°44'40" WEST, 18.31 FEET, THENCE SOUTH 88°58'02" WEST, 148.74 FEET, THENCE SOUTH 43°53'01" WEST, 28.24 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 11,781 SQUARE FEET, MORE OR LESS, IN AREA.

ACCESS EASEMENT NO. 2
(THE CORNER TO HMS)

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THE SAME BEING THE NORTHEAST CORNER OF INLET BEACH UNIT EIGHT, AS RECORDED IN MAP BOOK 13, PAGES 111, 112 AND 113 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°04'18" WEST, ALONG THE SOUTH LINE OF SAID SECTION 21, THE SAME BEING THE NORTH LINE OF SAID INLET BEACH UNIT EIGHT, A DISTANCE OF 500.90 FEET; THENCE NORTH 01°12'00" WEST, PARALLEL WITH THE WESTERLY LINE OF SAID GOVERNMENT LOT 12, A DISTANCE OF 877.01 FEET, THENCE NORTH 88°48'00" EAST, 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LIBRARY BOULEVARD (A 70 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), THENCE CONTINUE NORTH 88°48'00" EAST, ALONG SAID RIGHT-OF-WAY LINE, 7.28 FEET TO A POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 117.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°22'47" EAST, 116.76 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF A CURVE, LEADING SOUTHEASTERLY CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 37.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°46'11" EAST, 37.68 FEET, THENCE NORTH 01°12'00" WEST, 35.20 FEET, THENCE SOUTH 28°58'54" WEST, 10.66 FEET, THENCE SOUTH 71°42'59" WEST, 29.38 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 467 SQUARE FEET, MORE OR LESS, IN AREA.

Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

ACCESS EASEMENT

This **ACCESS EASEMENT** (the "Easement") is made as of this ___ day of _____, 2017, by and between **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership, whose address is 200-2100 Matheson Blvd., Mississauga, Ontario L4W5E1, Canada (the "Grantor"), and **VILLAGE OF SOLANO, INC.**, a Florida corporation not-for-profit, whose address is 6028 Chester Avenue, Suite 105, Jacksonville, Florida 32217 (the "Grantee").

BACKGROUND FACTS

A. Grantor is the owner of (a) that certain parcel of real property legally described and generally depicted in *Exhibit A* attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property legally described and generally depicted in *Exhibit B* attached to this Easement (the "Easement Area").

B. Grantee, together with its successors and assigns, and its guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees shall be collectively entitled to the rights granted in this Easement.

C. Grantee desires Grantor to grant a vehicular and pedestrian ingress and egress easement to Grantee, for the purpose of providing vehicular and pedestrian access to the property legally described and generally depicted in *Exhibit C* attached to this Easement (the "Grantee's Property") over and across the Easement Area.

D. Grantor has agreed to grant such easement on the terms set forth herein.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Grant of Easement. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement and right-of-way on, over, and across the Easement Area for vehicular and pedestrian ingress and egress for the benefit of Grantee's Property, in common with an easement for vehicular and pedestrian access, ingress

and egress for the Grantor's Property, the easement being available for the tenants and users of improvements now constructed or hereafter as may be constructed on the Grantee's Property and the Grantor's Property and Grantor's and Grantee's respective invitees, licensees, agents, employees and customers, including delivery, pick-up, fire protection service providers, police and other authorities of the law, United States postal carriers, and representative of the utilities and telecommunication companies authorized by Grantor or Grantee to serve the respective properties, and their respective successors and assigns. The permitted assigns of Grantor and Grantee include their respective tenants, licensees, agents, employees, customers and their successors and assigns (the "Access Easement"). The Easement Area shall be used solely for ingress and egress by vehicles and pedestrians to and from adjacent public right-of-way. It is not the intention of Grantor to create or dedicate any rights-of-way for the public generally or any member of the public and any such dedication is specifically negated. The Easement Area shall not be used for parking purposes by any party without the prior written approval of Grantor or Grantee, which approval will not be unreasonably withheld or delayed.

3. Easement Non-Exclusive. Grantor, for itself and the successors and assigns in ownership of the Easement Area, reserves the right to use and enjoy the Easement Area as set forth in Section 2 and for any below surface uses (such as utility lines or the like) which in any way is not inconsistent with the rights herein granted to Grantee.

4. Maintenance and Repair. The Easement Area shall be maintained and repaired by Grantor.

5. Right to Encumber. Grantor may encumber its easement rights created hereby in and to the Easement Area with a mortgage, provided that such mortgage is subordinated to this Easement.

6. Division. As or if the Grantor Property and the Grantee Property is divided into two (2) or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the Access Easement created by this Easement.

7. Representations and Warranties. Grantor hereby represents and warrants that Grantor owns the Easement Area, has the power and authority to grant the rights herein given, and no consent to or approval of this Easement is required from any lender or other third party other than the consent and joinder of mortgagees attached hereto, if any.

8. Notices. Any notice required to be sent to Grantor or Grantee under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, or hand delivered to the last known address of the person who appears as owner of the Grantor's Property, the owner of the Easement Area, and the owner of the Grantee's Property, each as set forth in the current public records of St. Johns County, Florida at the time of such mailing.

9. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect

to the Grantor's Property and the Grantee's Property, upon the terms, provisions and conditions therein set forth.

10. Enforcement; Attorney's Fees. In the event of any default under this Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee together with such other costs and expenses as the court deems appropriate.

11. Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the easement described herein and as otherwise may be reasonable and necessary to carry out the terms of this Easement, including without limitation, executing such easement and joinders of dedications as may be required by any utility providers or governmental authorities with respect to the improvements in the Easement Area contemplated herein, provided that the same does not expose any such party to material additional cost or liability.

12. Miscellaneous. There are no third party beneficiaries to this Easement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Easement. This Easement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie in the court having jurisdiction in St. Johns County, Florida. In the event that any of the covenants, agreements, terms, or provisions contained in this Easement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. This Easement may only be modified or amended with the written consent of Grantor and Grantee. This Easement may be executed in counterparts.

[Remainder of page intentionally left blank; signature pages follow.]

Grantor and Grantee have caused this Easement to be executed on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership

Michael Charles Tjornehoj

Name: Michael C.T. Tjornehoj

B. Blythe

Name: B. Blythe

By: [Signature]
Dr. Bernd Abromelt-Kremser

Name: _____

Title: President

mcsb
Province STATE OF Ontario
County CANADA
mcsb
City CITY OF TORONTO

The foregoing was acknowledged before me this 22 day of June, 2017, by Dr. Bernd Abromelt-Kremser as President of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me ~~or has~~ produced _____ as identification.

Michael Charles Tjornehoj
Name: Michael C.T. Tjornehoj
Notary Public, State and County aforesaid Province and City
My Commission Expires: Feb 1, 2018
Commission No.: W111 Application

Signed, sealed and delivered
in the presence of:

Terence K. B...

Name: Terence K. B...

Lisa Sullivan

Name: Lisa Sullivan

GRANTEE:

VILLAGE OF SOLANO, INC., a Florida
corporation not-for-profit

By: Jeffrey Young

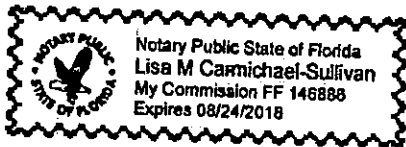
Name: Jeffrey Young

Title: President

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 31st day of January, 2017, by Jeffrey Young, as President of Village of Solano Inc., a Florida corporation not-for-profit, on behalf of the corporation not-for-profit, who is personally known to me or has produced _____ as identification.



Lisa M Carmichael-Sullivan
Name: Lisa M Carmichael-Sullivan
Notary Public, State and County aforesaid
My Commission Expires: 08.24.2018
Commission No.: FF146886

EXHIBIT A

"Grantor's Property"

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 12; thence S. 89° 04' 02" W., along Southerly line of Government Lot 12, 1328.32' to the Westerly line of said Government Lot 12,; thence N. 01° 13' 06" W., along last said line 870.33' to the Point of Beginning; thence continue N. 01° 13' 06" W., along said Westerly line, 390.26' to the Southerly right-of-way line of Solano Road (a 60' right-of-way as now established); thence N. 88° 37' 10" E., along said Southerly right-of-way line 90.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 190.00'; thence N. 01° 13' 06" W., 130.26' to the said Southerly right-of-way line; thence N. 88° 37' 10" E., along last said line, 190.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 60.00'; thence S. 01° 13' 06" E., 260.00'; thence S. 88° 37' 10" W., 530.00' to the Point of Beginning..

General Depiction of Grantor's Property

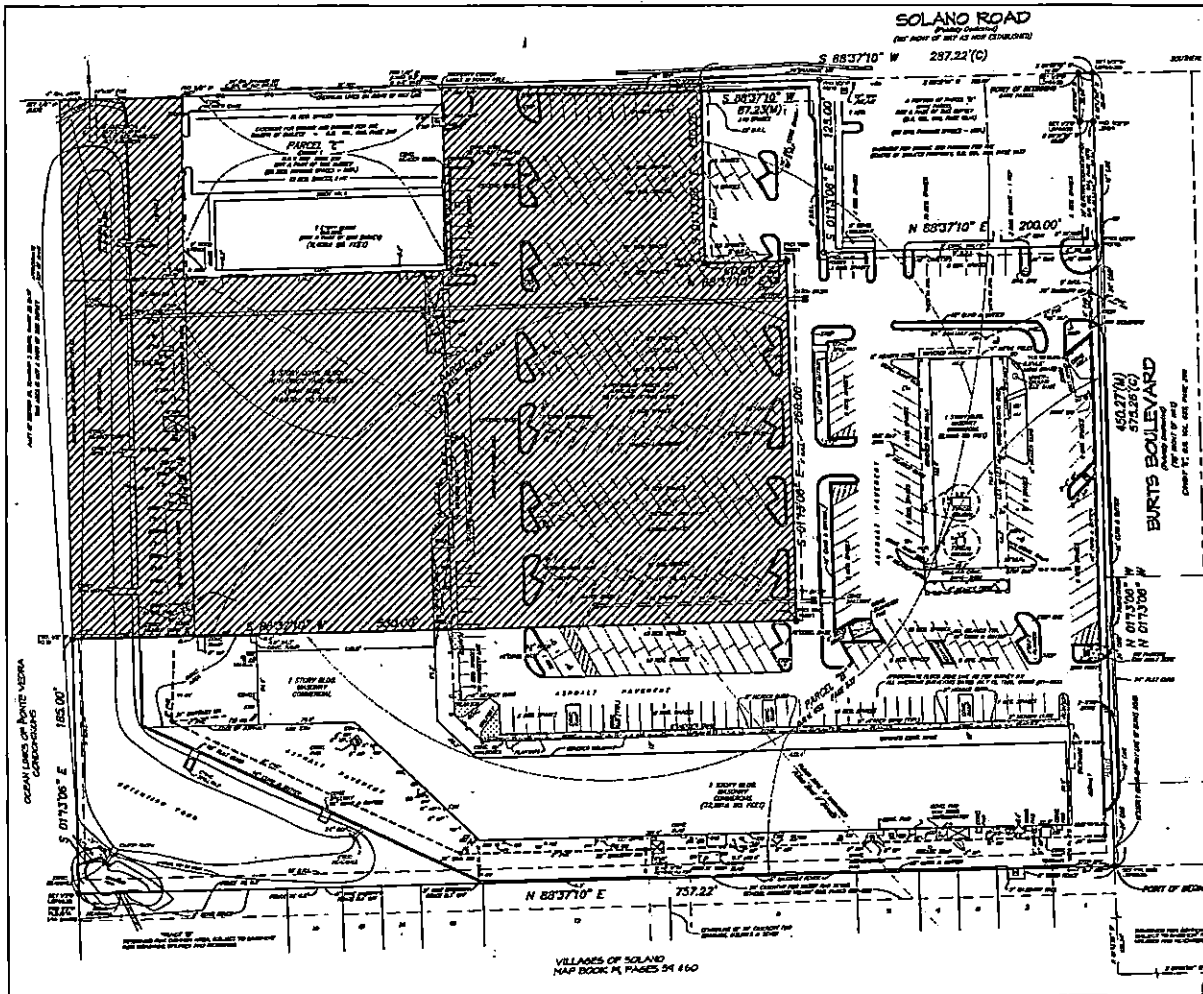


EXHIBIT B

"Easement Area"

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°36'36" WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH 88°36'36" WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. 210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 88°36'36" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH 32°25'54" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH 01°12'00" EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°11'57" EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH 88°48'00" EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°51'04" EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH 50°30'07" EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'00" EAST, 202.65 FEET; THENCE SOUTH 17°57'52" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°14'00" WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS

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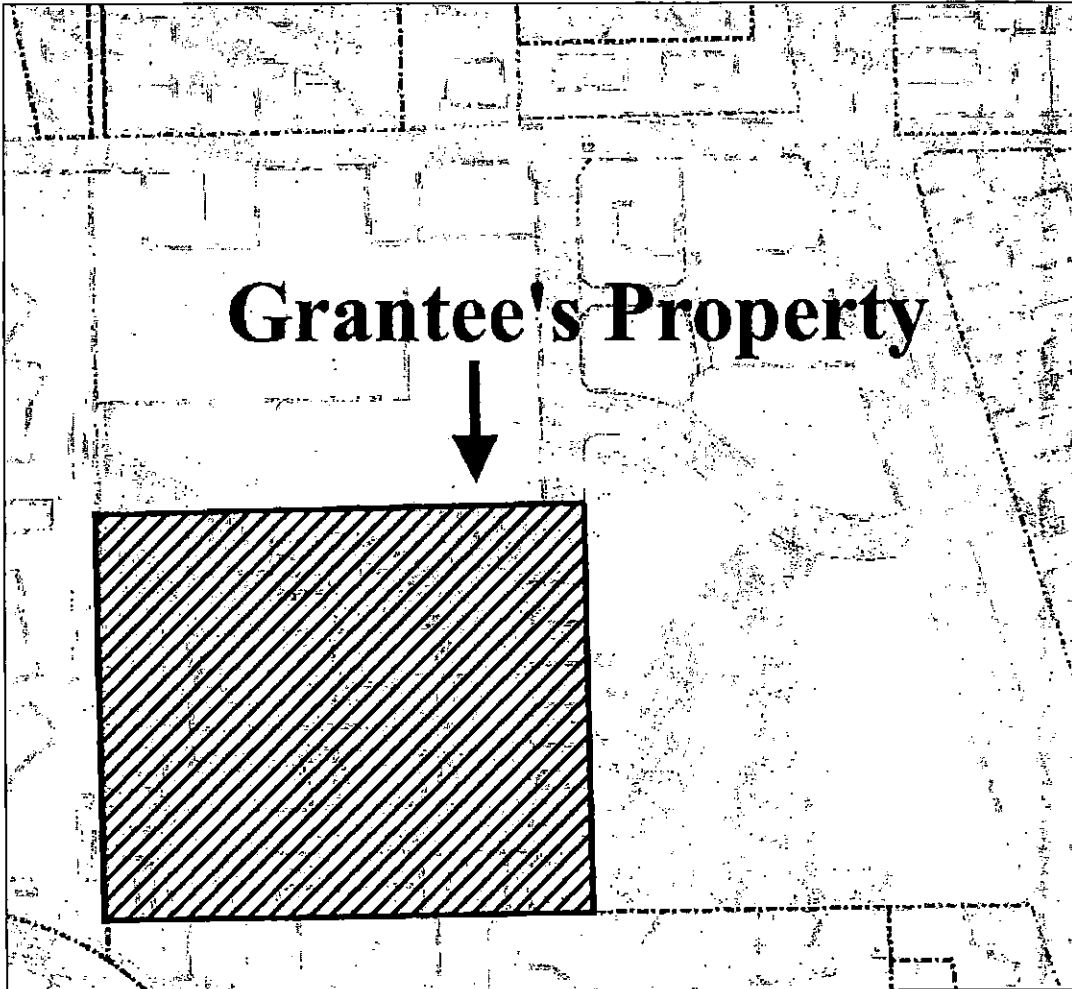
EXHIBIT C

"Grantee's Property"

~~That certain parcel in Section 25 and 36, Township 4 South, Range 26 East, St. Johns County, Florida: Commencing at the Northeast corner of said Section 36; thence South 0 degrees 45 minutes 00 seconds East, 541.18 feet; thence North 89 degrees 15 minutes 27 seconds West, 438.0 feet; thence North 0 degrees 45 minutes 00 seconds West, 58.06 feet; thence North 69 degrees 57 minutes 08 seconds West, 20.0 feet; thence North 21 degrees 57 minutes 25 seconds East, 90.05 feet; thence North 37 degrees 19 minutes 49 seconds East, 104.72 feet; thence North 23 degrees 51 minutes 42 seconds East, 90.20 feet; thence North 25 degrees 30 minutes 55 seconds East, 90.44 feet for a point of beginning; thence continuing North 25 degrees 30 minutes 55 seconds East, 90.44 feet; thence North 69 degrees 57 minutes 08 seconds West, 190 feet, more or less, to the waters of the St. Johns River; thence Southwesterly along said waters of the St. Johns River and following the meanderings thereof, 90 feet, more or less, to a point which lies North 69 degrees 57 minutes 08 seconds West, 191 feet, more or less, from the point of beginning; thence South 69 degrees 57 minutes 08 seconds East, 191 feet, more or less to the point of beginning.~~

Being commonly referred to as Parcel No. 6, Cypress Landing, unrecorded.

General Depiction of the Grantee's Property



Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peck & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

EASEMENT

This EASEMENT (the "Easement") is made as of this ___ day of _____, 2017, by and between METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership, whose address is 200-2100 Matheson Blvd., Mississauga, Ontario L4W5E1, Canada (the "Grantor"), and PAVILION HEALTH SERVICES, INC., a Florida corporation, whose address is 3563 Philips Highway, Building A, Suite 101, Jacksonville, Florida 32207 (the "Grantee").

BACKGROUND FACTS

A. Grantor is the owner of (a) that certain parcel of real property legally described and generally depicted in *Exhibit A* attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property legally described and generally depicted in *Exhibit B* attached to this Easement (the "Easement Area").

B. Grantee, together with its successors and assigns, and its guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees, shall be collectively entitled to the rights granted in this Easement.

C. Grantee desires Grantor to grant an easement over, under and across the Easement Area for vehicular and pedestrian ingress and egress, utilities and drainage to Grantee for the benefit of the property legally described and generally depicted in *Exhibit C* attached to this Easement (the "Grantee's Property").

D. Grantor has agreed to grant such easement on the terms set forth herein.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Grant of Access Easement. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, unobstructed, non-exclusive easement and right-of-way on, over, under, and across the Easement Area for vehicular and pedestrian ingress and egress for the benefit of Grantee's Property, the easement being also

available for the tenants and users of improvements now constructed or hereafter as may be constructed on the Grantee's Property, and their respective invitees, licensees, agents, employees and customers, including, but not limited to, delivery, pick-up, fire protection service providers, police and other authorities of the law, United States postal carriers, and representative of the utility and telecommunication companies authorized by Grantee to serve Grantee's Property, and their respective successors and assigns. Such ingress and egress easement in the Easement Area shall be used for ingress and egress by vehicles and pedestrians to and from adjacent public rights-of-way. It is not the intention of Grantor to create or dedicate any rights-of-way for the public generally or any member of the public and any such dedication is specifically negated. The Easement Area shall not be used for parking purposes by any party without the prior written approval of Grantor or Grantee, which approval will not be unreasonably withheld or delayed.

3. Easements Non-Exclusive. Grantor, for itself and the successors and assigns in ownership of the Easement Area, reserves the right to use and enjoy the Easement Area for any below surface uses (such as utility lines or the like) which in any way is not inconsistent with the rights herein granted to Grantee.

4. Maintenance and Repair. Grantor covenants and agrees to provide at all times an improved, two-lane roadway within the Easement Area, which roadway shall be constructed and maintained, at a minimum, to the same standards as the existing roadway and in accordance with St. John's County construction standards for public roadways. In addition, Grantor shall maintain the median in such roadway (including landscaping, irrigation and lighting) in an attractive manner and in keeping with surrounding property. The Easement Area shall be maintained and repaired by Grantor at its sole cost and expense; provided, however, that Grantee, and its successors and assigns, will bear the entire cost of repairs and replacements caused by Grantee's gross negligence or willful misconduct, but not for repairs and replacements caused by any other persons granted the right to use the Easement Area. If Grantor fails to so maintain, repair and replace the Easement Area as required by this Easement, and if such failure is not corrected within thirty (30) days following written notice to Grantor by Grantee of such failure, Grantee shall be entitled (but not obligated), at Grantee's option, to perform such maintenance, repair and replacement responsibilities to some or all of the Easement Area and roadway therein. In such case, Grantor shall be responsible for promptly reimbursing Grantee for all reasonable out-of-pocket costs and expenses (as evidenced by invoices therefor) incurred by Grantee in completing such maintenance, repair and replacement obligations, which reimbursement shall be made within twenty (20) days of receipt of an invoice therefor from Grantee.

5. Grant of Utility and Drainage Easements. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, unobstructed, nonexclusive easement along, over, under and across the Easement Area for the purpose of maintaining, repairing and replacing lines and related facilities for utility service (including water, sanitary sewer and electricity) and stormwater drainage (such lines and facilities being herein referred to as the "Facilities"). Such easement shall be for the benefit of Grantee's Property. Notwithstanding the above, nothing herein shall obligate Grantee to maintain, repair and replace any Facilities. It is the intent of the parties that any Facilities within the Easement Area shall be maintained, repaired or replaced by the applicable utility providers, governmental authorities or others heretofore obligated to do so, and should Grantee incur any

cost or expense regarding the maintenance, repair and replacement of any such Facilities, then Grantor shall indemnify and hold harmless Grantee for all such cost and expense related thereto. Upon request of a utility provider, governmental agency or other applicable party, Grantor shall grant an easement within the Easement Area to the requesting party for the maintenance, repair and replacement of such requesting party's Facilities.

6. Right to Encumber. Grantor may hereafter encumber its easement rights created hereby in and to the Easement Area with a mortgage; provided, however, any such mortgage shall be subordinate to this Easement.

7. Division. As or if the Grantor's Property or the Grantee's Property are divided into two (2) or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of this Easement.

8. Representations and Warranties. Grantor hereby represents and warrants that: (a) As of the date of this Easement, Grantor owns the Easement Area free of liens and will defend its title to the Easement Area against the lawful claims of all persons claiming by, through and under Grantor alone, (b) Grantor has the power and authority to grant the rights herein given, and (c) no consent to or approval of this Easement is required from any lender or other third party.

9. Notices. Any notice required to be sent to Grantor or Grantee under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, sent by Federal Express or other reputable overnight courier, or hand delivered to the last known address of the person who appears as owner of the Grantor's Property, the owner of the Easement Area, and the owner of the Grantee's Property, each as set forth in the current public records of St. Johns County, Florida at the time of such mailing.

10. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Easement Area, Grantor's Property and the Grantee's Property, upon the terms, provisions and conditions herein set forth.

11. Enforcement; Attorney's Fees. In the event of any default under this Easement, including but not limited to Grantor's failure to timely pay invoiced costs and expenses, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee together with such other costs and expenses as the court deems appropriate.

12. Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the easements described herein and as otherwise may be reasonable and necessary to carry out the terms of this Easement, including without limitation, executing such easements and joinders of dedications as may be required by any utility providers or governmental authorities with respect to the improvements in the

Easement Area contemplated herein, provided that the same does not expose any such party to material additional cost or liability (except as otherwise provided in Section 5 hereof).

13. Miscellaneous. There are no third party beneficiaries to this Easement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Easement. This Easement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie in the court having jurisdiction in St. Johns County, Florida. In the event that any of the covenants, agreements, terms, or provisions contained in this Easement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. This Easement may only be modified or amended with the written consent of Grantor and Grantee. This Easement may be executed in counterparts.

[Remainder of page intentionally left blank; signature pages follow.]

Grantor and Grantee have caused this Easement to be executed on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership

Michael Charles Joseph McBride

Name: MICHAEL CHARLES JOSEPH McBRIDE

By: Dr. Bernd Abromeit-Kremser

Rita Blythe

Name: _____

Name: RITA BLYTHE

Title: President

m.c.o.
Provision
County
m.c.o.

STATE OF Ontario

COUNTY OF Canada

m.c.o.
R. BERND ABROMEIT-KREMSER
The foregoing was acknowledged before me this 22 day of June 2017, by R. BERND ABROMEIT-KREMSER, as PRESIDENT of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.

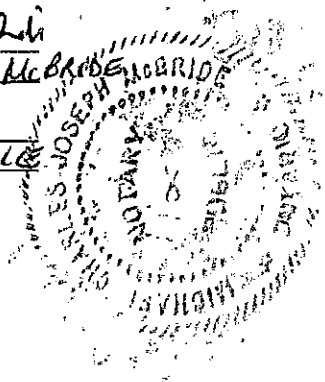
Michael Charles Joseph McBride

Name: MICHAEL CHARLES JOSEPH McBRIDE

Notary Public, PROVINCIAL State and County aforesaid

My Commission Expires FOR LIFE

Commission No.: NOT APPLICABLE



Signed, sealed and delivered
in the presence of:

[Signature]

Name: H. Terry Parke

[Signature]

Name: Ariannette Sanchez

GRANTEE:

PAVILION HEALTH SERVICES, INC.,
a Florida corporation

By: Scott Wosten

Name: Scott Wosten

Title: CFO + VP

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 31 day of August, 2017, by Scott Wosten, as CFO + VP of Pavilion Health Services, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced N/A as identification.



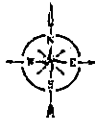
[Signature]

Name: VERONICA ANN FARRIS
Notary Public, State and County aforesaid
My Commission Expires: 03/15/20
Commission No.: FF971501

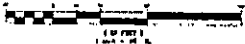
EXHIBIT A

"Grantor's Property"

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 12; thence S. 89° 04' 02" W., along Southerly line of Government Lot 12, 1328.32' to the Westerly line of said Government Lot 12,; thence N. 01° 13' 06" W., along last said line 870.33' to the Point of Beginning; thence continue N. 01° 13' 06" W., along said Westerly line, 390.26' to the Southerly right-of-way line of Solano Road (a 60' right-of-way as now established); thence N. 88° 37' 10" E., along said Southerly right-of-way line 90.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 190.00'; thence N. 01° 13' 06" W., 130.26' to the said Southerly right-of-way line; thence N. 88° 37' 10" E., along last said line, 190.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 60.00'; thence S. 01° 13' 06" E., 260.00'; thence S. 88° 37' 10" W., 530.00' to the Point of Beginning..



GRAPHIC SCALE



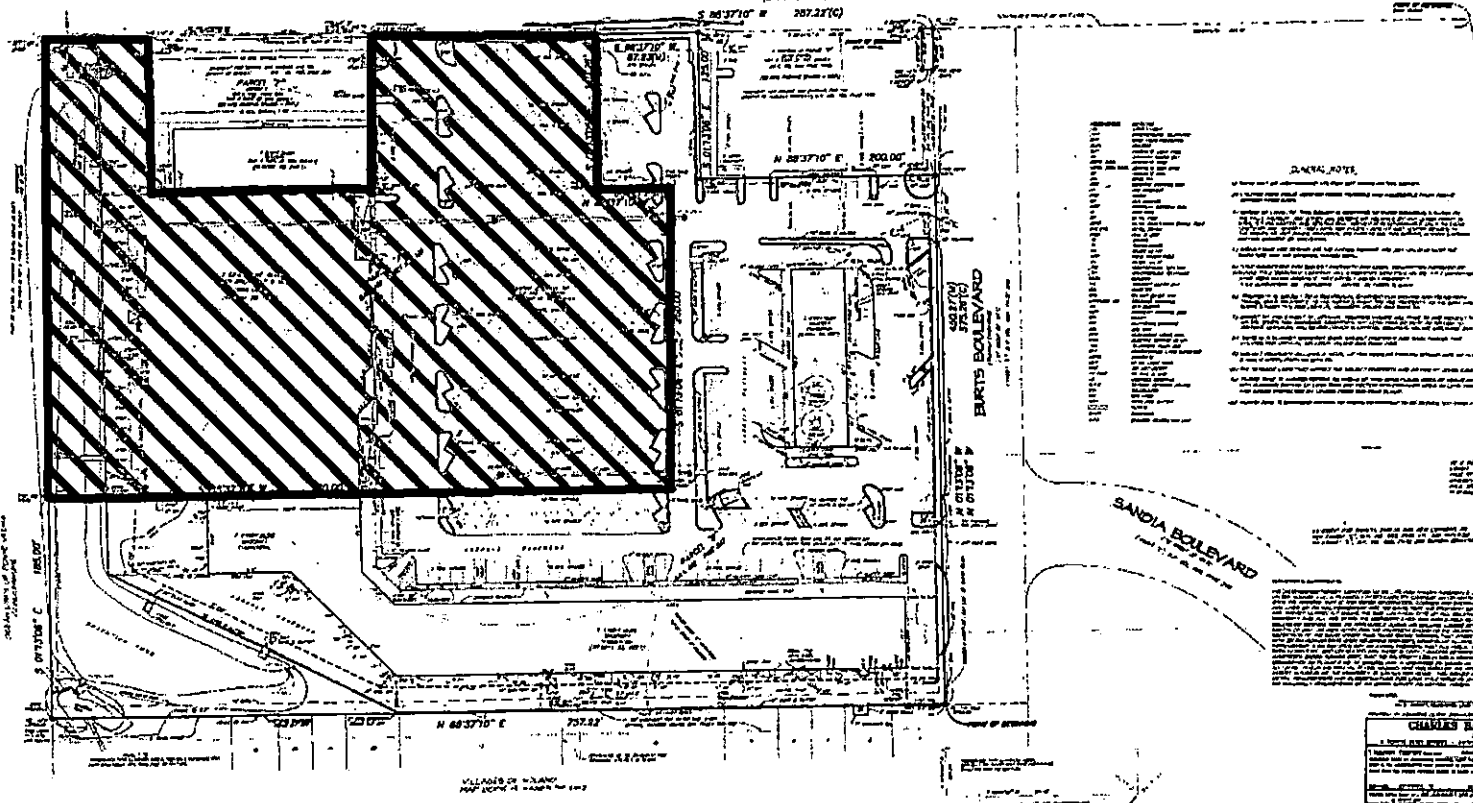
MAP SHOWING ALTA/ACSM LAND TITLE SURVEY OF

A PARTIAL OF SUBDIVISION LOT 12, SECTION 31, TOWNSHIP 3 NORTH, RANGE 24 EAST, COUNTY OF SAN DIEGO, CALIFORNIA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: QUARTER 401 OF THE MAP SHOWING ALTA/ACSM LAND TITLE SURVEY OF THE VILLAGES OF SOLANO, IN SAN DIEGO COUNTY, CALIFORNIA, AS APPROVED BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, CALIFORNIA, ON APRIL 11, 1951, AND AS RECORDED IN BOOK 1719, PAGE 128, OF THE PUBLIC RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

LAND AND EASEMENT HEREIN SET FORTH IN SECTION 31, RANGE 24 EAST, TOWNSHIP 3 NORTH, RANGE 24 EAST, COUNTY OF SAN DIEGO, CALIFORNIA, AS APPROVED BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, CALIFORNIA, ON APRIL 11, 1951, AND AS RECORDED IN BOOK 1719, PAGE 128, OF THE PUBLIC RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

DANK PRINCE, A PART OF A PARTIAL OF LOT 12, SECTION 31, TOWNSHIP 3 NORTH, RANGE 24 EAST, COUNTY OF SAN DIEGO, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: QUARTER 401 OF THE MAP SHOWING ALTA/ACSM LAND TITLE SURVEY OF THE VILLAGES OF SOLANO, IN SAN DIEGO COUNTY, CALIFORNIA, AS APPROVED BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, CALIFORNIA, ON APRIL 11, 1951, AND AS RECORDED IN BOOK 1719, PAGE 128, OF THE PUBLIC RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

SOLANO ROAD
OF THE STATE OF CALIFORNIA



Grantor's Property

STATE ROAD ALTA
ACSM LAND TITLE SURVEY

[Vertical text block containing survey notes or legal descriptions.]

GRANTOR'S NOTE
[Detailed legal text block.]

[Additional notes or conditions.]

CHARLES BASSETT & ASSOC., INC.
[Surveyor information and contact details.]

EXHIBIT B

"Easement Area"

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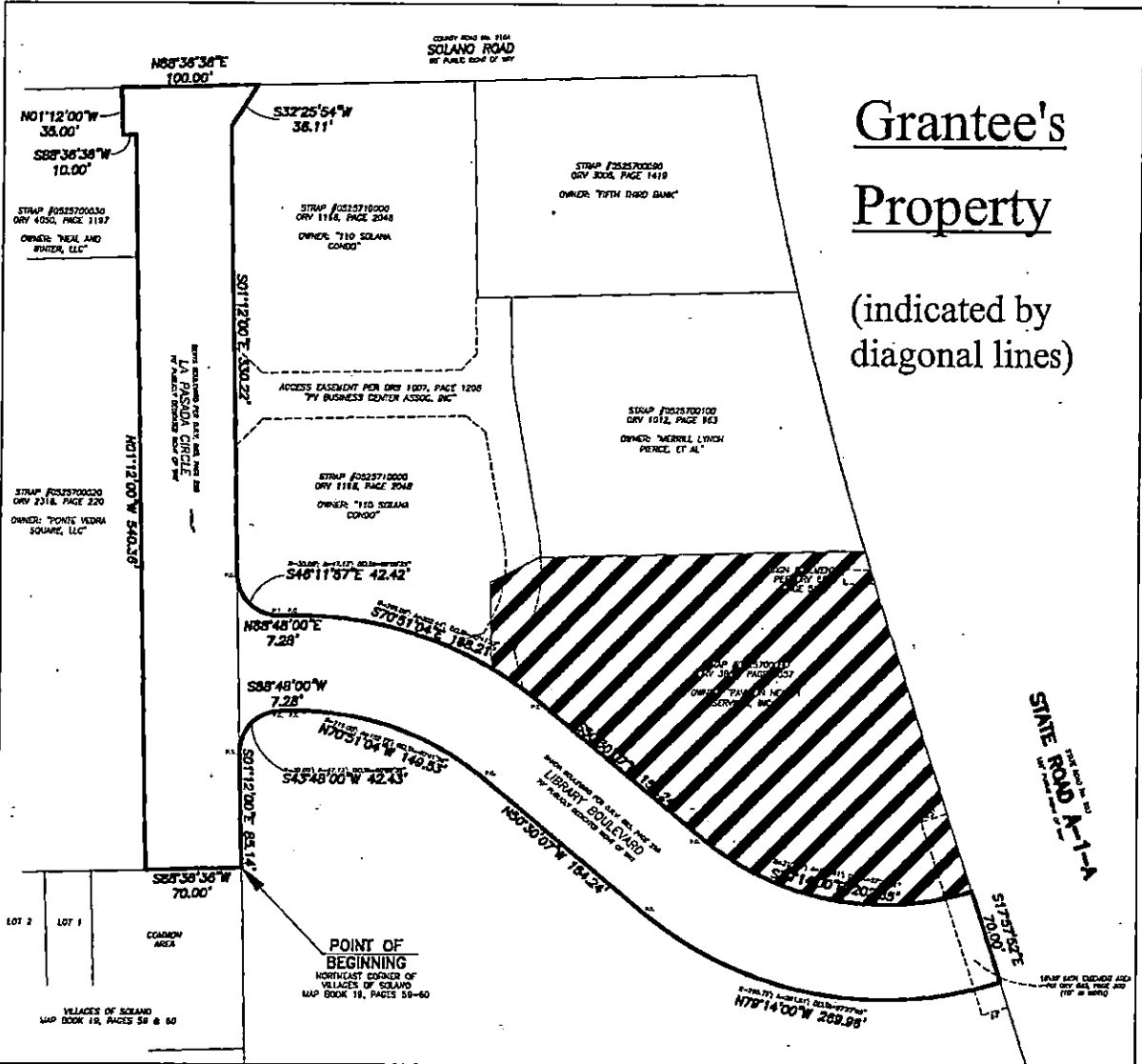
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EXHIBIT C

"Grantee's Property"

A PART OF GOVERNMENT LOT 12, SECTION 21, AND A PART OF GOVERNMENT LOT 7; SECTION 22, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE NORTH 89°02'18" EAST, ALONG THE SOUTH LINE OF SAID SECTION 22, THE SAME BEING THE NORTH LINE OF SANDY OAKS UNIT 1, AS RECORDED IN MAP BOOK 14, PAGES 98 AND 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 238.91 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (AS NOW ESTABLISHED AS A 188 FOOT RIGHT-OF-WAY); THENCE NORTH 17°57'52" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 698.55 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 210.79 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH 79°14'00" WEST AND A CHORD DISTANCE OF 202.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH 55°14'29" WEST AND A CHORD DISTANCE OF 47.10 FEET TO A POINT ON SAID CURVE; THENCE NORTH 01°12'00" WEST, PARALLEL WITH THE WEST LINE OF AFOREMENTIONED GOVERNMENT LOT 12, A DISTANCE OF 63.00 FEET; THENCE NORTH 63°07'45" EAST, A DISTANCE OF 40.73 FEET; THENCE NORTH 88°36'36" EAST PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOLANO ROAD (AS NOW ESTABLISHED AS A 60 FOOT RIGHT-OF-WAY), A DISTANCE OF 241.28 FEET TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, SAID RIGHT-OF-WAY LINE BEING A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2,952.93 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE SUBTENDED BY A CHORD BEARING OF SOUTH 17°27'11" EAST AND A CHORD DISTANCE OF 52.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°57'52" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 1.41 ACRES MORE OR LESS.



Grantee's
Property

(indicated by
diagonal lines)

COUNTY ROAD NO. 2164
SOLANO ROAD
BY PUBLIC ROAD OF WAY

N88°36'36"E
100.00'

N01°12'00"W
38.00'
S88°36'36"W
10.00'

STAMP #0225700030
DRY 4050, PAGE 1187
OWNER: "NEAL AND
WATER, LLC"

STAMP #0225700020
DRY 2318, PAGE 220
OWNER: "PONTE VEDRA
SQUARE, LLC"

S32°25'54"W
38.11'

STAMP #0225710000
DRY 1118, PAGE 2048
OWNER: "110 SOLANO
CONDO"

STAMP #0225700080
DRY 3028, PAGE 1418
OWNER: "FIFTH THIRD BANK"

S01°12'00"E
430.22'

ACCESS EASEMENT FOR DRY 1007, PAGE 1206
"TY BUSINESS CENTER ASSOC. INC"

STAMP #0225710000
DRY 1118, PAGE 2048
OWNER: "110 SOLANO
CONDO"

STAMP #0225700100
DRY 1012, PAGE 963
OWNER: "MERRILL LYNCH
PERCE, ET AL"

S46°11'37"E 42.42'

N88°48'00"E
7.28'

S88°48'00"W
7.28'

S01°12'00"E 65.14'

S89°36'36"W
70.00'

LOT 2 LOT 1
COMMON
AREA
VILLAGES OF SOLANO
MAP BOOK 19, PAGES 59 & 60

POINT OF
BEGINNING
NORTHEAST CORNER OF
VILLAGES OF SOLANO
MAP BOOK 19, PAGES 59-60

LIBRARY BOULEVARD
BY PUBLIC ROAD OF WAY

STATE ROAD A-1-W
BY PUBLIC ROAD OF WAY

SITEFACE
70.00'

S01°12'00"E 268.98'

Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

EASEMENT

This **EASEMENT** (the "Easement") is made as of this ___ day of _____, 2017, by and between **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership, whose address is 200-2100 Matheson Boulevard, Mississauga, Ontario L4W5E1, Canada (the "Grantor"), and **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED**, a Delaware corporation, whose address is c/o Bank of America, National Association, 13850 Ballantyne Corporate Place, Mail Code: NC2-150-03-06, Charlotte, North Carolina 28277, Attn: MH# FL9-809 (the "Grantee").

BACKGROUND FACTS

A. Grantor is the owner of (a) that certain parcel of real property legally described and generally depicted in *Exhibit A* attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property legally described and generally depicted in *Exhibit B* attached to this Easement (the "Easement Area").

B. Grantee, together with its successors and assigns, and their guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees shall be collectively entitled to the rights granted in this Easement.

C. Grantee desires Grantor to grant an easement over, under, and across the Easement Area for vehicular and pedestrian ingress and egress, utilities, and drainage to Grantee for the benefit of the property legally described and generally depicted in *Exhibit C* attached to this Easement (the "Grantee's Property").

D. Grantor has agreed to grant such easement on the terms set forth herein.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Grant of Access Easement. Grantor hereby grants, bargains, sells, transfers, and conveys to Grantee, its successors and assigns, a perpetual, unobstructed, non-exclusive easement and right-of-way (the "Access Easement") on, over, under, and across the Easement

Area for vehicular and pedestrian ingress and egress for the benefit of Grantee and Grantee's Property, the Access Easement being available for the tenants and users of improvements now constructed or as may be hereafter constructed on the Grantee's Property, and for Grantee's invitees, licensees, agents, employees, and customers and their respective successors and assigns, including, but not limited to, delivery, pick-up, fire protection service providers, police and other authorities of the law, United States postal carriers, and representative of the utility and telecommunication companies authorized by Grantee to serve Grantee's Property, and their respective successors and assigns. Such ingress and egress Access Easement in the Easement Area shall be used for ingress and egress by vehicles and pedestrians, including, but not limited to, ingress and egress by vehicles and pedestrians to and from Grantee's Property, and the adjacent public rights-of-way. It is not the intention of Grantor to create or dedicate any rights-of-way for the public generally or any member of the public and any such dedication is specifically negated. The Easement Area shall not be used for parking purposes by any party.

3. Easement Non-Exclusive; No Obstructions. Grantor, for itself and the successors and assigns in ownership of the Easement Area, reserves the right to use and enjoy the Easement Area in such a manner that is not inconsistent with the rights herein granted to Grantee, and does not materially impair Grantee's use and enjoyment of the Easement Area and the Access Easement and Facilities Easements (defined in Section 5 below) granted therein. Grantor shall not erect any obstructions, or permit any obstructions to be erected, on any portion of the Easement Area that may materially impair the rights granted to the Grantee hereunder, or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, upon or across the Easement Area. Grantor shall not, without Grantee's consent (which shall not be unreasonably withheld) materially alter the curb-cuts, driveways, or accessways existing on the Easement Area as of the date of this Easement; provided, however, Grantee's consent shall not be required for the construction and installation of a monument sign in the existing median on Library Boulevard located nearest A1A.

4. Maintenance and Repair. Grantor covenants and agrees to provide at all times an improved, two-lane roadway within the Easement Area, which roadway shall be constructed and maintained, at a minimum, to the same standards as the existing roadway and in accordance with St. John's County construction standards for public roadways. In addition, Grantor shall maintain the median in such roadway (including landscaping, irrigation, and lighting) in an attractive manner and in keeping with surrounding property. In addition to the foregoing, Grantor shall maintain (or cause the same to be maintained) the Easement Area in a serviceable condition, free from obstructions and potholes, and in a safe, clean, and sanitary condition, free and clear of rubbish, debris, and other hazards to persons using the same, and shall make (or shall cause to be made) all repairs, replacements, and improvements necessary to so maintain the Easement Area to provide ingress, egress, access, and/or passage, as provided in this Easement. Such maintenance obligation shall include maintaining the surfaces of the Easement Area at such grades and levels that they may be used and enjoyed as contiguous and homogeneous accessways. If Grantor fails to so maintain, repair, and replace the Easement Area as required by this Easement, and if such failure is not corrected within thirty (30) days following written notice to Grantor by Grantee of such failure, Grantee shall be entitled (but not obligated), at Grantee's option, to perform such maintenance, repair, and replacement responsibilities to some or all of the Easement Area and roadway therein. In such case, Grantor shall be responsible for promptly reimbursing Grantee for all reasonable out-of-pocket costs and expenses (as evidenced by

invoices therefor) incurred by Grantee in completing such maintenance, repair, and replacement obligations, which reimbursement shall be made within twenty (20) days of receipt of an invoice therefor from Grantee, and any such reimbursement not timely paid shall bear interest at the rate of ten percent (10%) per annum until the date of payment in full.

5. Grant of Utility and Drainage Easements. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, unobstructed, non-exclusive easement along, over, under, and across the Easement Area for the purpose of maintaining, repairing, and replacing lines and related facilities for utility service (including water, sanitary sewer, and electricity) and stormwater drainage (such lines and facilities being herein referred to as the "Facilities" and the easement rights granted in this Section 5 being herein referred to as the "Facilities Easements"). Such Facilities Easements shall be for the benefit of Grantee's Property. Notwithstanding the above, nothing herein shall obligate Grantee to maintain, repair, and replace any Facilities. It is the intent of the parties that any Facilities within the Easement Area shall be maintained, repaired or replaced by the applicable utility providers, governmental authorities, or others heretofore obligated to do so, and should Grantee incur any cost or expense regarding the maintenance, repair, and replacement of any such Facilities, then Grantor shall indemnify and hold harmless Grantee for all such cost and expense related thereto. Upon request of a utility provider, governmental agency, or other applicable party, Grantor shall grant an easement within the Easement Parcel to the requesting party for the maintenance, repair, and replacement of such requesting party's Facilities; provided, however, that the form and substance of such easement shall be acceptable to Grantee.

6. Indemnification. The Grantor shall defend, indemnify and save Grantee harmless from and against all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, because of personal injury or death of persons or destruction of or damage to property resulting from or arising out of Grantor's (or its employees, contractors, agents or assigns, or other grantees under similar easement agreements) maintenance and construction on, or use, occupancy or possession of, the Easement Area.

7. Liability Insurance. Solely with respect to the Access Easement and Facilities Easements granted to Grantee, and not with respect to the fee parcel that Grantor owns, Grantor shall at all times maintain or cause to be maintained in full force and effect, with good and solvent insurance companies authorized to do business in the State of Florida, general comprehensive public liability insurance (or its equivalent as available in the insurance industry from time to time) against all claims for personal injury, death or property damage occurring upon, in, or about the Easement Area, or arising in connection with the use or enjoyment of the Access Easement and Facilities Easement granted hereunder, as well as other easements granted by Grantor for use of the Easement Area and Facilities. The insurance coverage shall be primary with respect to any liability or loss arising from any actions, omissions or course of conduct arising or attributable by, through or under Grantor, in conjunction with the use or enjoyment of the Easement Area and Facilities, and such policies shall name Grantee as an additional insured. Grantor shall promptly provide Grantee with evidence of the insurance required under this Section upon request (certificates of insurance, redacted if necessary, being acceptable), but no more than once in any given 12-month period.

8. Right to Encumber. Grantor may hereafter encumber its easement rights created hereby in and to the Easement Area with a mortgage, provided that such mortgage is subordinated to this Easement. Grantee may encumber its easement rights created hereby and to the Easement Area with a mortgage; provided, however, such mortgage shall not encumber Grantor's fee interest in the Easement Area.

9. Division. As or if the Grantor's Property or the Grantee's Property are divided into two (2) or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of (and shall be encumbered by) this Easement.

10. Representations and Warranties. Grantor hereby represents and warrants, as of the date of this Easement, that: (a) Grantor owns the Easement Area free of liens and will defend its title to the Easement Area against the lawful claims of all persons claiming by, through, and under Grantor alone, (b) Grantor has the power and authority to grant the rights herein given, (c) no consent to or approval of this Easement is required from any lender or other third party, and (d) no portion of the Easement Area is encumbered by any mortgage or similar financing encumbrance.

11. Notices. Any notice required or permitted to be sent under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, sent by Federal Express or other reputable overnight courier, or hand delivered to the last known address of the person who appears as owner of the Grantor's Property, the owner of the Easement Area, and the owner of the Grantee's Property, each as set forth in the current public records of St. Johns County, Florida at the time of such mailing. Additionally, any notices delivered to Grantee, while the Grantee's Property is owned by Merrill Lynch, Pierce, Fenner & Smith Incorporated, shall also be delivered to the following addresses:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
c/o Bank of America, National Association
13850 Ballantyne Corporate Place
Mail Code: NC2-150-03-06
Charlotte, North Carolina 28277
Attn: MH# FL9-809

Sherry Cronan Watts, Attorney-in-Fact
c/o Bank of America, National Association
1235 East Boulevard, Suite 130
Mail Code: NC2-416-01-01
Charlotte, North Carolina 28203

12. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of, and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Easement Area, the Grantor's Property, and the Grantee's Property, upon the terms, provisions and conditions therein set forth.

13. Enforcement; Attorney's Fees. In the event of any default under this Easement, including, but not limited to, Grantor's failure to timely pay invoiced costs and expenses, the party not in default shall be entitled to any and all remedies available at law or in equity, including, but not limited to, an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover all of its reasonable costs, including a reasonable attorney's fee together with such other costs and expenses as the court deems appropriate.

14. Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the easement described herein and as otherwise may be reasonable and necessary to carry out the terms of this Easement, including without limitation, executing such easements and joinders of dedications as may be required by any utility providers or governmental authorities with respect to the improvements in the Easement Area contemplated herein, provided that the same does not expose any such party to material additional cost or liability (except as otherwise provided in Section 5 hereof).

15. Miscellaneous. There are no third party beneficiaries to this Easement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Easement. This Easement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie in the court having jurisdiction in St. Johns County, Florida. In the event that any of the covenants, agreements, terms, or provisions contained in this Easement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. This Easement may only be modified or amended with the written consent of Grantor and Grantee. This Easement may be executed in counterparts.

[Remainder of page intentionally left blank; signature pages follow.]

Grantor and Grantee have caused this Easement to be executed on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership

Michael Charles Joseph

Name: Michael C. Joseph

Rita Alytha

Name: Rita Alytha

By:  Dr. Bernd Abromeit-Kremser

Name: _____

Title: President

Province

STATE OF Ontario, Canada

City COUNTY OF Toronto

The foregoing was acknowledged before me this 22nd day of June, 2017, by Dr. Bernd Abromeit-Kremser as President of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or ~~has produced~~ as identification.

Michael Charles Joseph

Name: Michael C. Joseph
Notary Public, State and County aforesaid Province and City
My Commission Expires: For Life
Commission No.: Not Applicable

Signed, sealed and delivered
in the presence of:

James Nosteller

Name: James Nosteller

Matthew Beachum

Name: Matthew Beachum

GRANTEE:

**MERRILL LYNCH, PIERCE, FENNER
& SMITH INCORPORATED**, a Delaware
corporation

By: Sherry Cronan Watts

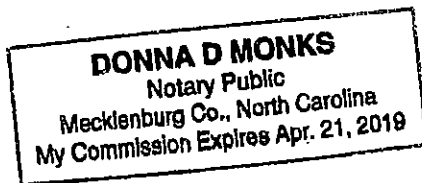
Name: Sherry Cronan Watts

Title: Attorney-in-Fact

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing was acknowledged before me this 12th day of July, 2017, by
Sherry Cronan Watts, as Attorney-in-Fact of Merrill Lynch, Pierce, Fenner & Smith
Incorporated, a Delaware corporation, on behalf of the corporation, who is personally known to
me or has produced _____ as identification.



Donna D. Monks
Name: DONNA D. MONKS
Notary Public, State and County aforesaid
My Commission Expires: 04.21.2019
Commission No.: _____

EXHIBIT A

"Grantor's Property"

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 12; thence S. 89° 04' 02" W., along Southerly line of Government Lot 12, 1328.32' to the Westerly line of said Government Lot 12,; thence N. 01° 13' 06" W., along last said line 870.33' to the Point of Beginning; thence continue N. 01° 13' 06" W., along said Westerly line, 390.26' to the Southerly right-of-way line of Solano Road (a 60' right-of-way as now established); thence N. 88° 37' 10" E., along said Southerly right-of-way line 90.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 190.00'; thence N. 01° 13' 06" W., 130.26' to the said Southerly right-of-way line; thence N. 88° 37' 10" E., along last said line, 190.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 60.00'; thence S. 01° 13' 06" E., 260.00'; thence S. 88° 37' 10" W., 530.00' to the Point of Beginning..

EXHIBIT A - CONTINUED

General Depiction of Grantor's Property

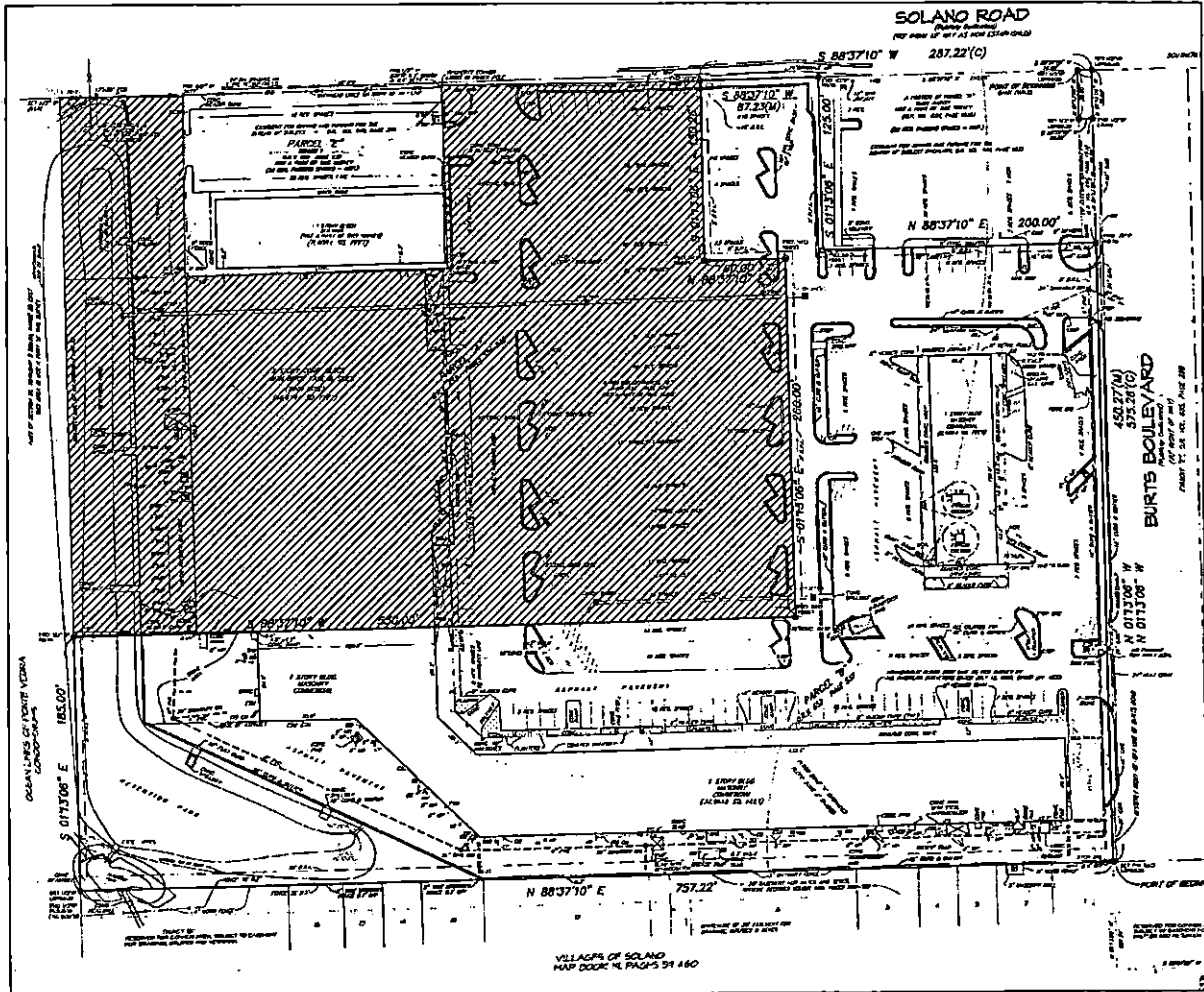


EXHIBIT B

"Easement Area"

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°36'36" WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH 88°36'36" WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. 210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 88°36'36" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH 32°25'54" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH 01°12'00" EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°11'57" EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH 88°48'00" EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°51'04" EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH 50°30'07" EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'00" EAST, 202.65 FEET; THENCE SOUTH 17°57'52" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°14'00" WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; FIFTH COURSE, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°48'00" WEST, 42.43 FEET TO A POINT LYING ON SAID EAST

RIGHT OF WAY LINE OF LA PASADA CIRCLE; THENCE SOUTH 01°12'00" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING. SAID LANDS INTENDED TO BE THE SAME AS THOSE DESCRIBED AS BERTS BOULEVARD AND SANDIA BOULEVARD IN OFFICIAL RECORDS BOOK 685, PAGE 298 OF SAID PUBLIC RECORDS.

EXHIBIT C

"Grantee's Property"

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE NORTH $89^{\circ}02'18''$ EAST, ALONG THE SOUTH LINE OF SECTION 22, OF SAID TOWNSHIP AND RANGE, THE SAME BEING THE NORTH LINE OF SANDY OAKS UNIT 1, AS RECORDED IN MAP BOOK 14, PAGES 98 AND 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 238.91 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (AS NOW ESTABLISHED AS A 188 FOOT RIGHT-OF-WAY); THENCE NORTH $17^{\circ}57'52''$ WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 908.55 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2952.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE AN ARC DISTANCE OF 52.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $17^{\circ}27'11''$ WEST AND A CHORD DISTANCE OF 52.73 FEET TO A POINT ON SAID CURVE AND SAID RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING. THENCE SOUTH $88^{\circ}36'36''$ WEST, ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 960, PAGES 717, 718 & 719 OF THE PUBLIC RECORDS OF SAID COUNTY, AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOLANO ROAD (A 60 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED), A DISTANCE OF 240.08 FEET TO A POINT ON THE ARC OF A CURVE LEADING NORTHERLY, THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 113.00 FEET, AN ARC DISTANCE OF 16.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $06^{\circ}12'41''$ WEST, 16.73 FEET, TO A POINT OF TANGENCY OF SAID CURVE, THENCE NORTH $10^{\circ}27'23''$ WEST, 99.93 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY, CONCAVE EASTERLY, HAVING A RADIUS OF 173.98 FEET, AN ARC DISTANCE OF 28.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $05^{\circ}44'38''$ WEST, 28.59 FEET TO A POINT OF TANGENCY OF SAID CURVE, THENCE NORTH $01^{\circ}01'54''$ WEST, 47.75 FEET, THENCE NORTH $88^{\circ}36'36''$ EAST, ALONG THE SOUTHERLY LINE OF EXHIBIT "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1008, PAGES 1323 THROUGH 1328 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 212.62 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, SAID RIGHT-OF-WAY LINE BEING THE ARC OF A CURVE LEADING SOUTHEASTERLY, THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2952.93 FEET, AN ARC DISTANCE OF 197.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $15^{\circ}01'42''$ EAST, 197.16 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 1.00 ACRES, MORE OR LESS, IN AREA.

Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

EASEMENT

This **EASEMENT** (the "Easement") is made as of this ___ day of _____, 2017, by and between **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership, whose address is 200-2100 Matheson Boulevard, Mississauga, Ontario L4W5E1, Canada (the "Grantor"), and **PONTE VEDRA SQUARE, LLC**, a Florida limited liability company, whose address is P.O. Box 47050, Jacksonville, Florida 32247 (the "Grantee").

BACKGROUND FACTS

A. Grantor is the owner of (a) that certain parcel of real property legally described and generally depicted in *Exhibit A* attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property legally described and generally depicted in *Exhibit B* attached to this Easement and the improvements thereon now in the future (the "Easement Area").

B. Grantee, together with its successors and assigns, and its guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees shall be collectively entitled to the rights granted in this Easement.

C. Grantee desires Grantor to grant easements to Grantee for vehicular and pedestrian ingress and egress, surface water and stormwater drainage, and utilities on, over, under, and across the property legally described and generally depicted in *Exhibit C* attached to this Easement (the "Grantee's Property") over and across the Easement Area and other rights in the Easement Area as more particularly described in this Easement.

D. Grantor has agreed to grant such easement on the terms set forth herein.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Grant of Easement. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement and right-of-way on, over, under, and across the Easement Area for vehicular and pedestrian ingress and egress, surface water and stormwater drainage, and installation, use, maintenance, repair, placement, and replacement of

utilities for the benefit of Grantee's Property, in common with an easement for vehicular and pedestrian ingress and egress, surface water and stormwater drainage, and installation, use, maintenance, repair, placement, and replacement of utilities for the benefit of Grantor's Property, the easement being available for the tenants and users of improvements now constructed or hereafter as may be constructed on the Grantee's Property and the Grantor's Property and Grantor's and Grantee's respective invitees, licensees, agents, employees and customers and their respective successors and assigns. It is not the intention of Grantor to create or dedicate any rights-of-way for the public generally or any member of the public and any such dedication is specifically negated. Lines and related facilities for utility service (including water, sanitary sewer, and electricity) and stormwater drainage are referred to as the "Facilities." Notwithstanding the above, nothing herein shall obligate Grantee to maintain, repair, and replace any Facilities. It is the intent of the parties that any Facilities within the Easement Area shall be maintained, repaired, or replaced by the applicable utility providers, governmental authorities, or others heretofore obligated to do so, and should Grantee incur any cost or expense regarding the maintenance, repair, and replacement of any such Facilities, then Grantor shall indemnify and hold harmless Grantee for all such cost and expense related thereto. Upon request of a utility provider, governmental agency, or other applicable party, Grantor shall grant an easement within the Easement Parcel to the requesting party for the maintenance, repair, and replacement of such requesting party's Facilities.

3. Easement Non-Exclusive. Grantor, for itself and the successors and assigns in ownership of the Easement Area, reserves the right to use and enjoy the Easement Area as set forth in Section 2 and for any below surface uses (such as utility lines or the like) which in any way is not inconsistent with the rights herein granted to Grantee. Grantor shall not erect any obstructions, or permit any obstructions to be erected, on any portion of the Easement Area that may materially impair the rights granted to the Grantee hereunder, or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, upon or across the Easement Area.

4. Maintenance and Repair. The Easement Area, including all landscaping located on the Easement Area, shall be maintained, repaired, placed, and replaced by Grantor at its sole cost and expense. Notwithstanding the foregoing, Grantee will bear the entire cost of repairs and replacements caused by the negligence or willful misconduct of Grantee or its successors, assigns, permittees, agents, or other representatives. If Grantor defaults under this Easement for failure to maintain, repair, place, and replace the Easement Area as required by this Easement, Grantee may deliver written notice to Grantor setting forth the default with particularity and demanding that Grantor cure the default. Grantor shall have thirty (30) days after receipt of the written notice to cure any such default; provided, however, that Grantor shall have additional time to cure any such default that cannot reasonably be cured within such thirty (30) day period provided Grantor diligently pursues the cure to completion. If Grantor fails to cure the default within the time period set forth above, Grantee may contract for work that is reasonably necessary to cure the default within a reasonable period of time thereafter. Upon completion of the work by Grantee, Grantee shall submit a complete and accurate written request for payment to Grantor (the "Payment Request") for reimbursement of all reasonable expenses incurred that includes (i) a detailed description of Grantee's work as described above, (ii) copies of invoices from Grantee's vendors and/or contractors, (iii) final releases of lien from all contractors, subcontractors, and materialmen performing any work or providing any materials, and (iv) any

supporting documentation evidencing final completion of the work that is reasonably requested by Grantor. If the Payment Request meets the requirements above, Grantor shall make a payment to Grantee within thirty (30) days after such Payment Request is received by Grantor.

5. Right to Encumber. Grantor may encumber its easement rights created hereby in and to the Easement Area with a mortgage; provided, however, such easement rights may not be encumbered unless such mortgage is subordinate and subject to this Easement. Grantee may encumber its easement rights created hereby and to the Easement Area with a mortgage; provided, however, such mortgage shall not encumber Grantor's fee interest in the Easement Area.

6. Division. As or if the Grantor Property and the Grantee Property is divided into two (2) or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the rights granted by this Easement.

7. Parking. The Easement Area shall not be used for parking purposes. If this parking restriction is violated, Grantee shall have the right to enforce the restriction by engaging towing contractors and otherwise engaging in self-help as deemed appropriate by Grantee in its reasonable discretion.

8. Representations and Warranties. Grantor hereby represents and warrants that Grantor owns the Easement Area, has the power and authority to grant the rights herein given, and no consent to or approval of this Easement is required from any lender or other third party other than the consent and joinder of mortgagees attached hereto, if any. Grantee acknowledges and agrees that Grantor is providing no representation or warranty that this Easement is sufficient to provide legal access to Grantee's Property.

9. Notices. Any notice required or permitted to be sent under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, or hand delivered to (i) Grantor at 200-2100 Matheson Boulevard, Mississauga, Ontario L4W5E1, Canada, or such other address as may be designated by Grantor in writing, and (ii) Grantee at 1551 Atlantic Boulevard, Suite 300, Jacksonville, Florida 32207 or such other address as may be designated by Grantee in writing.

10. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Grantor's Property and the Grantee's Property, upon the terms, provisions and conditions therein set forth.

11. Enforcement; Attorney's Fees. In the event of any default under this Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover all of its reasonable costs, including a reasonable attorney's fee together with such other costs and expenses as the court deems appropriate.

12. Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the easement described herein and as otherwise may be reasonable and necessary to carry out the terms of this Easement, including without limitation, executing such easement and joinders of dedications as may be required by any utility providers or governmental authorities with respect to the improvements in the Easement Area contemplated herein, provided that the same does not expose any such party to material additional cost or liability.

13. Miscellaneous. There are no third party beneficiaries to this Easement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Easement. This Easement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any action hereunder shall lie in the court having jurisdiction in St. Johns County, Florida. In the event that any of the covenants, agreements, terms, or provisions contained in this Easement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. This Easement may only be modified or amended with the written consent of Grantor and Grantee. This Easement may be executed in counterparts.

[Remainder of page intentionally left blank; signature pages follow.]

Grantor and Grantee have caused this Easement to be executed on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership

Michael Charles Joseph McQuade

Name: MICHAEL CHARLES JOSEPH McQUADE

By: Dr. Bernd Abromelt-Kremer

Rita Blythe

Name: RITA BLYTHE

Name: _____

Title: President

PROVINCE: STATE OF ONTARIO, CANADA

CITY COUNTY OF TORONTO

The foregoing was acknowledged before me this 22nd day of JUNE, 2017, by DR. BERND ABROMELT-KREMER, as PRESIDENT of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced as identification.

Michael Charles Joseph McQuade

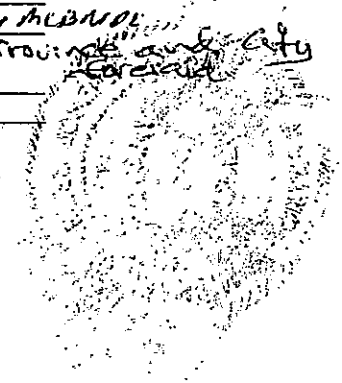
Name: MICHAEL CHARLES JOSEPH McQUADE

Notary Public, State and County of Ontario, Canada

My Commission Expires: FOR LIFE

Commission No.: ACT 109414021

mcp



Signed, sealed and delivered
in the presence of:

Frankl Renstroe, III

Name: Frankl Renstroe, III

Tara L. Thompson

Name: Tara L. Thompson

GRANTEE:

PONTE VEDRA SQUARE, LLC, a
Florida limited liability company

By: J.C. Demetru, Jr.

Name: J.C. Demetru, Jr.

Title: Manager

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 15th day of June, 2017, by J.C. Demetru, Jr. as Manager of Ponte Vedra Square, LLC, a Florida limited liability company, on behalf of the Company, who is personally known to me or has produced _____ as identification.



Tara L. Thompson
Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____

EXHIBIT A

Legal Description of Grantor's Property

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 12; thence S. 89° 04' 02" W., along Southerly line of Government Lot 12, 1328.32' to the Westerly line of said Government Lot 12,; thence N. 01° 13' 06" W., along last said line 870.33' to the Point of Beginning; thence continue N. 01° 13' 06" W., along said Westerly line, 390.26' to the Southerly right-of-way line of Solano Road (a 60' right-of-way as now established); thence N. 88° 37' 10" E., along said Southerly right-of-way line 90.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 190.00'; thence N. 01° 13' 06" W., 130.26' to the said Southerly right-of-way line; thence N. 88° 37' 10" E., along last said line, 190.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 60.00'; thence S. 01° 13' 06" E., 260.00'; thence S. 88° 37' 10" W., 530.00' to the Point of Beginning..

[General depiction of Grantor's Property on following page.]

General Depiction of Grantor's Property

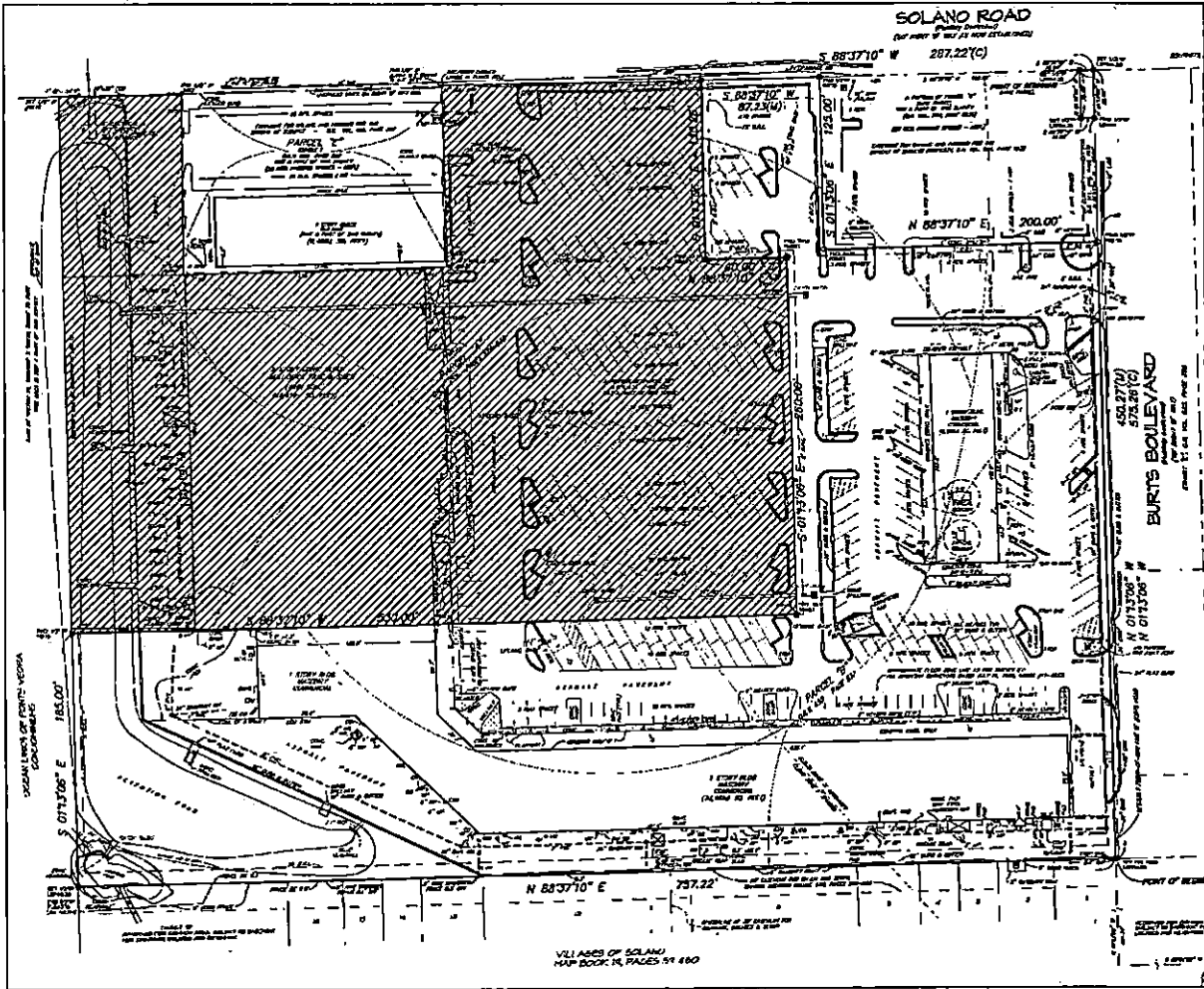


EXHIBIT B

Legal Description of the Easement Area

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°36'36" WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH 88°36'36" WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH 01°12'00" WEST, A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. 210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 88°36'36" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH 32°25'54" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH 01°12'00" EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°11'57" EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH 88°48'00" EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°51'04" EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH 50°30'07" EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'00" EAST, 202.65 FEET; THENCE SOUTH 17°57'52" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°14'00" WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; FIFTH COURSE, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°48'00" WEST, 42.43 FEET TO A POINT LYING ON SAID EAST

RIGHT OF WAY LINE OF LA PASADA CIRCLE; THENCE SOUTH 01°12'00" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING. SAID LANDS INTENDED TO BE THE SAME AS THOSE DESCRIBED AS BERTS BOULEVARD AND SANDIA BOULEVARD IN OFFICIAL RECORDS BOOK 685, PAGE 298 OF SAID PUBLIC RECORDS.

[General depiction of Easement Area on following page.]

General Depiction of Easement Area

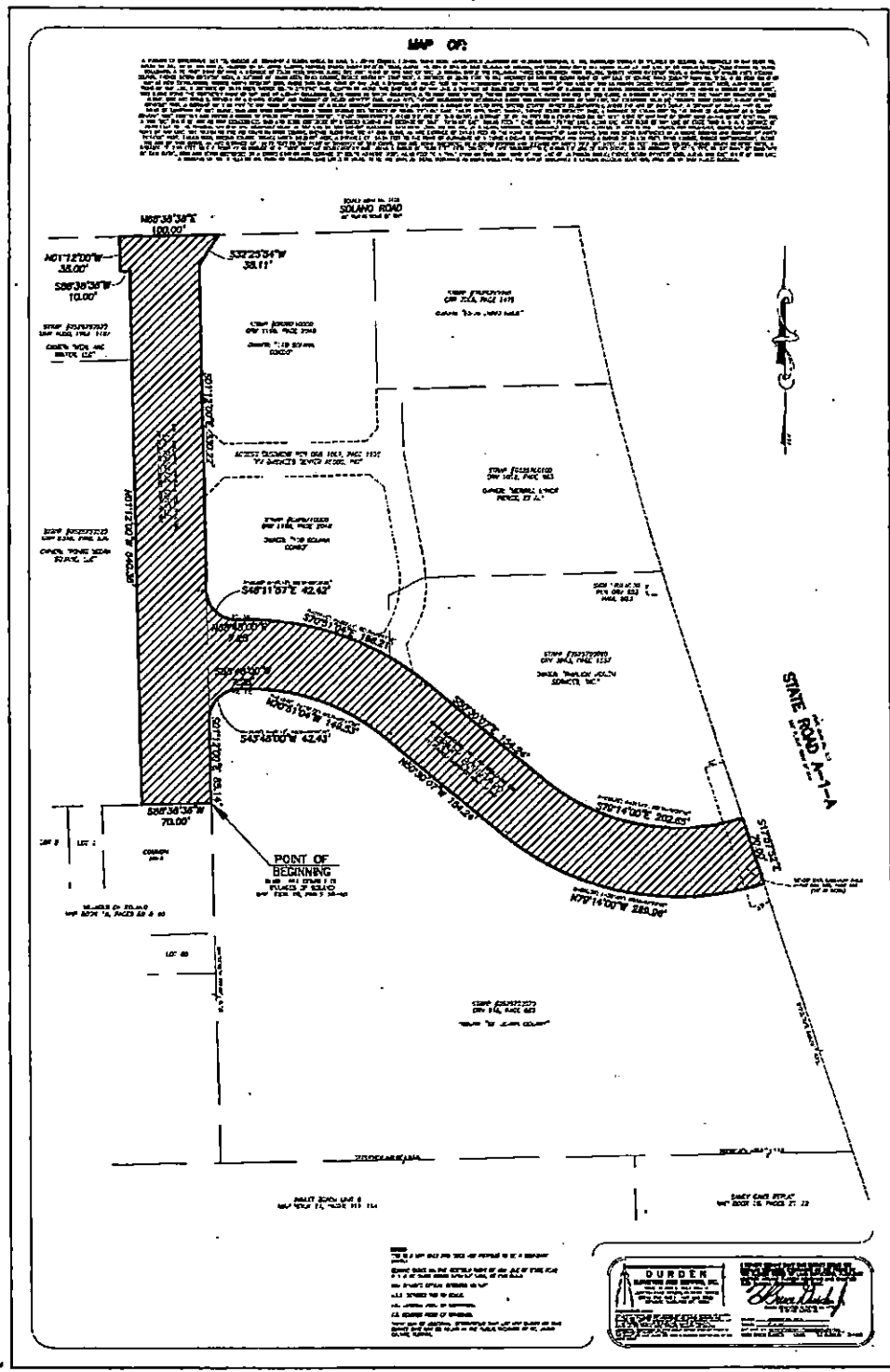


EXHIBIT C

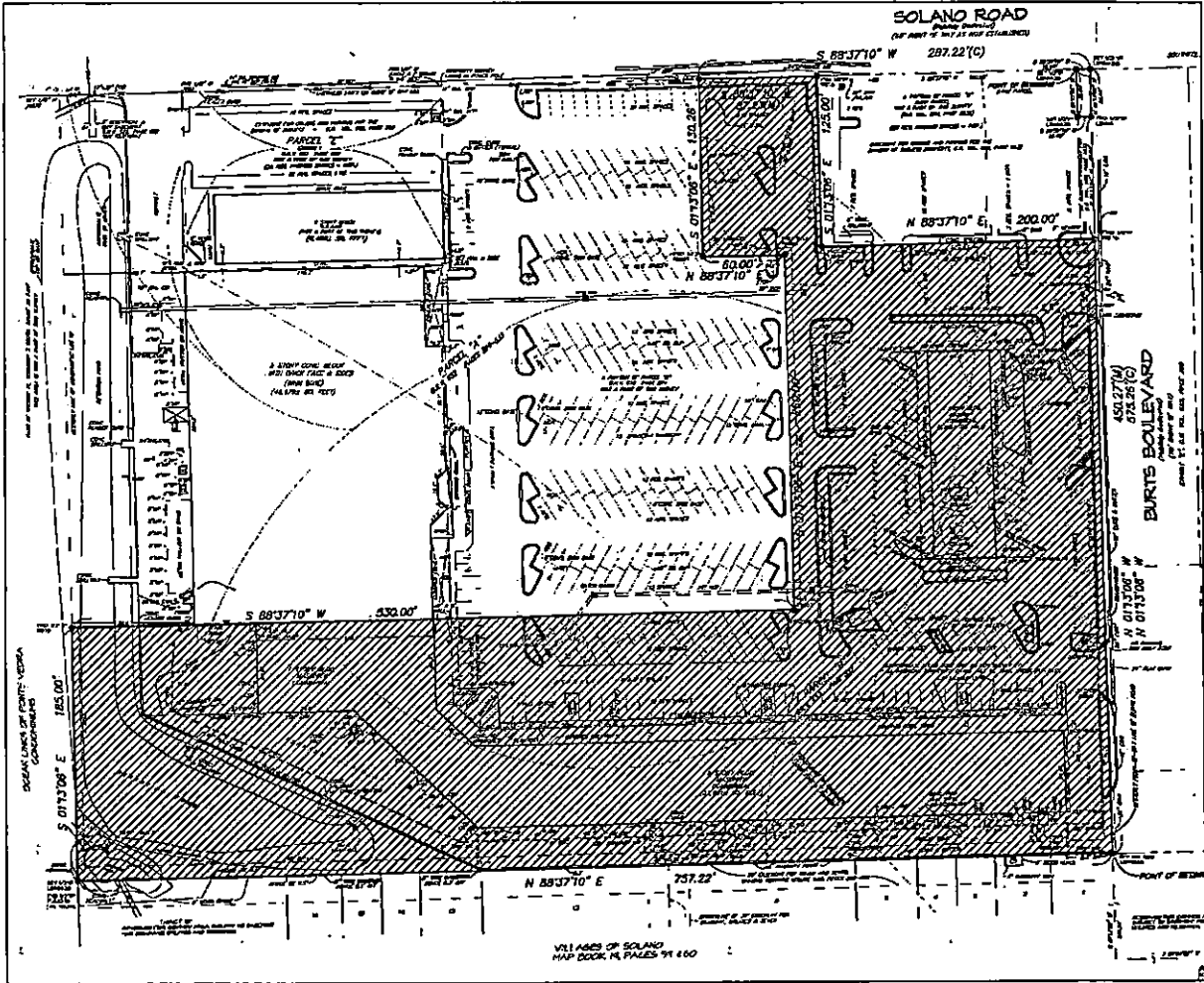
Legal Description of Grantee's Property

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID GOVERNMENT LOT 12, THENCE SOUTH $89^{\circ} 04' 02''$ WEST ALONG THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 12, 571.10 FEET; THENCE NORTH $01^{\circ} 13' 06''$ WEST, 691.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $01^{\circ} 13' 06''$ WEST, 575.26 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOLANO ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $88^{\circ} 37' 10''$ WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 287.22 FEET; THENCE SOUTH $01^{\circ} 13' 06''$ EAST, 130.26 FEET; THENCE NORTH $88^{\circ} 37' 10''$ EAST, 60.00 FEET; THENCE SOUTH $01^{\circ} 13' 06''$ EAST, 260.00 FEET; THENCE SOUTH $88^{\circ} 37' 10''$ WEST, 530.00 FEET TO THE WESTERLY LINE OF SAID GOVERNMENT LOT 12; THENCE SOUTH $01^{\circ} 13' 06''$ EAST ALONG LAST SAID LINE, 185.00 FEET; THENCE NORTH $88^{\circ} 37' 10''$ EAST, 757.22 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM ANY PART IN OFFICIAL RECORDS 717-909, OFFICIAL RECORDS 813-722, OFFICIAL RECORDS 955-334, OFFICIAL RECORDS 1506-1209, AND PLAT BOOK 19, PAGES 59 AND 60, (VILLAGES OF SOLANO), ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

General Depiction of Grantee's Property



Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

**FIRST AMENDMENT TO DECLARATION
OF RESTRICTIONS AND GRANT OF EASEMENTS**

This **FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS** (this "First Amendment") is made this ____ day of _____, 2017 (the "First Amendment Effective Date"), by and between **PONTE VEDRA SQUARE, LLC**, a Florida limited liability company ("PVS"), **METRO INTERNATIONAL PROPERTY FUND, IV, LTD.**, a Florida limited partnership ("Metro"), and **NEAL AND WINTER, L.L.C.**, a Florida limited liability company ("N&W").

RECITALS:

A. Solano Road Associates and Winn-Dixie Stores, Inc. entered into a Declaration of Restrictions and Grant of Easements dated July 18, 1984 and recorded in Official Records Book 652, Page 524 of the public records of St. Johns County, Florida (the "Declaration") relating to the development and operation of the property legally described and generally depicted in *Exhibit A* attached hereto (the "Existing Property") and commonly referred to as "Ponte Vedra Square."

B. As of the date of the Declaration, the Existing Property consisted of Parcel A, owned by Winn-Dixie Stores, Inc., and Parcel B and Parcel E, owned by Solano Road Associates.

C. As of the First Amendment Effective Date, Metro is the owner of Parcel A, as successor in interest to Winn-Dixie Stores, Inc.; PVS is the owner of Parcel B-1, as successor in interest to Solano Road Associates; N&W is the owner of Parcel B-2, as successor in interest to Solano Road Associates; and Metro is the owner of Parcel B-3, as successor in interest to Solano Road Associates. Parcel B-1, Parcel B-2, and Parcel B-3 comprise all of the original Parcel B under the Declaration.

D. On or before the First Amendment Effective Date, Metro acquired fee simple title to Parcel F (as defined below) from St. Johns County.

E. Metro, PVS, and N&W wish to modify and amend the Declaration to (i) subject additional land to the Declaration, (ii) confirm certain operation and maintenance obligations of the parties, and (iii) permit the construction of monument signs on Parcel A and Parcel F, all as more particularly described in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Declaration as follows:

1. Recitals. The Recitals as set forth above are agreed to be true and correct and incorporated herein by this reference.

2. Consent to Amendment. As of the First Amendment Effective Date, Metro, PVS, and N&W are the current owners of Parcel A, Parcel B-1, Parcel B-2, and Parcel B-3; as such parcels are described in *Exhibit A* hereto. Pursuant to Section 5 of the Declaration, the consent of the owners of the Parcel A, Parcel B-1, Parcel B-2, and Parcel B-3, and their lenders, is required in order to extend, modify, or amend the Declaration. PVS, Metro, and N&W, as the owners of such parcels, and together with the lenders described in the Consent and Joinders attached hereto, hereby consent to the amendments and modifications set forth in this First Amendment and acknowledge and agree that such consent is sufficient and no further consent or approvals are required pursuant to the Declaration.

3. Additional Property. Effective upon the First Amendment Effective Date, the easements, rights, privileges, restrictions, benefits, encumbrances, and effect of the Declaration shall include the real property more particularly described in *Exhibit B* attached hereto ("Parcel F"). Notwithstanding anything in the Declaration to the contrary, (a) the owner of Parcel A shall have the obligation, at such owner's sole expense, to operate, maintain, repair, and replace the common facilities, common areas, and improvements located on Parcel F consistent with the maintenance provisions of Section 4 of the Declaration, and (b) the parties agree that Parcel F may not be used for parking purposes.

4. Parcel A Monument Sign. Notwithstanding anything contained in the Declaration to the contrary, including the first sentence of the second paragraph of Section 1 of the Declaration, PVS, Metro, and N&W acknowledge and agree that the owner of Parcel A (the "Parcel A Owner") shall have the right to construct and install, or cause to be constructed or installed, a monument sign on Parcel A, such monument sign being more particularly described in *Exhibit C* attached hereto (the "Parcel A Monument Sign"), at the location depicted in *Exhibit D* attached hereto (the "Parcel A Monument Sign Location"). At Parcel A Owner's sole cost and expense, Parcel A Owner shall construct and install, or cause to be constructed or installed, the Parcel A Monument Sign at the Parcel A Monument Sign-Location substantially in accordance with the drawings attached as *Exhibit C* hereto and in accordance with all applicable laws, codes, rules, regulations, and ordinances. Parcel A Owner shall have the right, at Parcel A Owner's sole cost and expense, to update, modify, replace, and repair the Parcel A Monument Sign. The Parcel A Monument Sign may be illuminated and may include any of Parcel A Owner's or its tenant's brands, trade names, trademarks, service marks, logos, or symbols existing from time to time. Unless otherwise agreed in writing by Parcel A Owner, the right to place signage on the Parcel A Monument Sign shall be exclusive to Parcel A Owner and its tenants, and no other owner of any portion of the Existing Property shall have a right to display signage on the Parcel A Monument Sign. The Owner of Parcel A shall have the obligation to pay for any and all maintenance, insurance, taxes, and utilities associated with operation of the Parcel A Monument Sign.

5. Parcel F Monument Sign. Notwithstanding anything contained in the Declaration to the contrary, including the first sentence of the second paragraph of Section 1 of the Declaration, PVS, Metro, and N&W acknowledge and agree that the Parcel A Owner shall have the right to construct and install, or cause to be constructed or installed, a monument sign on Parcel F, such monument sign being more particularly described in *Exhibit E* attached hereto (the "Parcel F Monument Sign"), at the location depicted in *Exhibit F* attached hereto (the "Parcel F Monument Sign Location"). At Parcel A Owner's sole cost and expense, Parcel A Owner shall construct and install, or cause to be constructed or installed, the Parcel F Monument Sign at the Parcel F Monument Sign Location substantially in accordance with the drawings attached as *Exhibit E* hereto and in accordance with all applicable laws, codes, rules, regulations, and ordinances. Parcel A Owner shall have the right, at Parcel A Owner's sole cost and expense, to update, modify, replace, and repair the Parcel F Monument Sign. The Parcel F Monument Sign may be illuminated and may include any of Parcel A Owner's or its tenant's brands, trade names, trademarks, service marks, logos, or symbols existing from time to time. Unless otherwise agreed in writing by Parcel A Owner, the right to place signage on the Parcel F Monument Sign shall be exclusive to Parcel A Owner and its tenants, and no other owner of any portion of the Existing Property shall have a right to display signage on the Parcel F Monument Sign. The Owner of Parcel A shall have the obligation to pay for any and all maintenance, insurance, taxes, and utilities associated with operation of the Parcel F Monument Sign.

6. Effect. Except as specifically amended by this First Amendment, the Declaration shall remain in full force and effect. If there is a conflict between the terms of the Declaration and this First Amendment, the terms of this First Amendment shall control.

[signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment to Declaration of Restrictions and Grant of Easements as of the First Amendment Effective Date.

Signed, sealed and delivered in the presence of:

"PVS"

PONTE VEDRA SQUARE, LLC, a Florida limited liability company

Franklin Penstone Jr

Name: Franklin Penstone Jr

Tara L. Thompson

Name: Tara L. Thompson

By: J.C. Demetrius, Jr.

Name: J.C. Demetrius, Jr.

Title: Manager

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 15th day of June, 2017, by J.C. Demetrius, Jr. as Manager of Ponte Vedra Square, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



Tara L. Thompson
Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"METRO"

METRO INTERNATIONAL
PROPERTY FUND, IV, LTD., a Florida
limited partnership

mcsb
Michael Charles Joseph Lebride

Name: MICHAEL CHARLES JOSEPH LEBRIDE By: *[Signature]*

[Signature] Name: Dr. Bernd Abromelt-Kremser

Name: RITA BLYTHE Title: President

mcsb PROVINCE
STATE OF ONTARIO
mcsb CITY
COUNTY OF TORONTO

The foregoing was acknowledged before me this 22nd day of June, 2017, by
DR. BERND ABROMELT-KREMSE as PRESIDENT of Metro International Property Fund, IV, Ltd., a Florida limited
partnership, on behalf of the partnership, who is personally known to me or has produced
identification.

mcsb

mcsb
Michael Charles Joseph Lebride

Name: MICHAEL CHARLES JOSEPH LEBRIDE
Notary Public, State and County aforesaid
My Commission Expires FOR LIFE
Commission No.: NOT APPLICABLE



[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"N&W"

NEAL AND WINTER, L.L.C., a Florida
limited liability company

Polly Newstead
Name: Polly T Newstead

By: K.L. Neal

John S. Duggan
Name: John S. Duggan

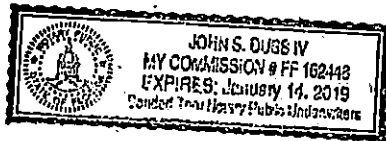
Name: Kevin L. Neal
Title: Manager

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing was acknowledged before me this 2 day of August, 2017, by Kevin L. Neal, as Manager of Neal and Winter, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

John S. Duggan
Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____



[Signatures continue on following pages.]

CONSENT AND JOINDER OF LENDER

The undersigned, _____, a _____, the holder that certain _____ executed by Ponte Vedra Square, LLC, a Florida limited liability company, dated _____ and recorded in Official Records Book _____, Page _____ of the public records of St. Johns County, Florida, hereby consents and joins in the foregoing First Amendment and subordinates its mortgage lien encumbering all or any part of the Existing Property to the Declaration and this First Amendment.

IN WITNESS WHEREOF, this Consent and Joinder of Lender is executed by the undersigned this _____ day of _____, 2017.

Signed, sealed and delivered
in the presence of:

[LENDER], a _____

By: _____

Name: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____, on behalf of the _____, who is personally known to me or has produced _____ as identification.

Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____

[Signatures continue on following page.]

CONSENT AND JOINDER OF LENDER

The undersigned, Wells Fargo Bank, National Association, the holder that certain Mortgage executed by Neal and Winter, L.L.C., a Florida limited liability company, dated June 30, 2015 and recorded in Official Records Book 4050, Page 1199, of the public records of St. Johns County, Florida, hereby consents and joins in the foregoing First Amendment and subordinates its mortgage lien encumbering all or any part of the Existing Property to the Declaration and this First Amendment.

IN WITNESS WHEREOF, this Consent and Joinder of Lender is executed by the undersigned this ___ day of February, 2018.

Signed, sealed and delivered
in the presence of:

WELLS FARGO BANK, National
Association

Roberta Cada

Name: Roberta Cada

[Signature]

Name: Hearsten Will

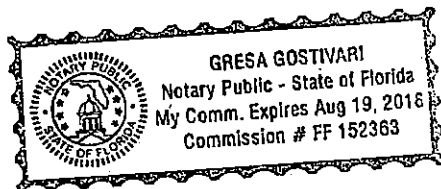
[Signature]

By: Stephen W. Dackiewicz
Assistant Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 1st day of February, 2018, by Stephen W. Dackiewicz, Assistant Vice President of Wells Fargo Bank, National Association, on behalf of the bank, who is personally known to me or has produced FL Driver License as identification.



[Signature]
Name: GRESA GOSTIVARI
Notary Public, State and County aforesaid
My Commission Expires: AUG 19, 2016
Commission No.: FF 152363

EXHIBIT A

Legal Description of the Existing Property

PARCEL A:

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 12; thence S. 89° 04' 02" W., along Southerly line of Government Lot 12, 1328.32' to the Westerly line of said Government Lot 12; thence N. 01° 13' 06" W., along last said line 870.33' to the Point of Beginning; thence continue N. 01° 13' 06" W., along said Westerly line, 390.26' to the Southerly right-of-way line of Solano Road (a 60' right-of-way as now established); thence N. 88° 37' 10" E., along said Southerly right-of-way line 90.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 190.00'; thence N. 01° 13' 06" W., 130.26' to the said Southerly right-of-way line; thence N. 88° 37' 10" E., along last said line, 190.00'; thence S. 01° 13' 06" E., 130.26'; thence N. 88° 37' 10" E., 60.00'; thence S. 01° 13' 06" E., 260.00'; thence S. 88° 37' 10" W., 530.00' to the Point of Beginning.

Lands thus described contain 4.00 acres, more or less.

PARCEL B-1:

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID GOVERNMENT LOT 12, THENCE SOUTH 89° 04' 02" WEST ALONG THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 12, 571.10 FEET; THENCE NORTH 01° 13' 06" WEST, 691.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01° 13' 06" WEST, 575.26 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOLANO ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 88° 37' 10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 287.22 FEET; THENCE SOUTH 01° 13' 06" EAST, 130.26 FEET; THENCE NORTH 88° 37' 10" EAST, 60.00 FEET; THENCE SOUTH 01° 13' 06" EAST, 260.00 FEET; THENCE SOUTH 88° 37' 10" WEST, 530.00 FEET TO THE WESTERLY LINE OF SAID GOVERNMENT LOT 12; THENCE SOUTH 01° 13' 06" EAST ALONG LAST SAID LINE, 185.00 FEET; THENCE NORTH 88° 37' 10" EAST, 757.22 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM ANY PART IN OFFICIAL RECORDS 717-909, OFFICIAL RECORDS 813-722, OFFICIAL RECORDS 955-334, OFFICIAL RECORDS 1506-1209, AND PLAT BOOK 19, PAGES 59 AND 60, (VILLAGES OF SOLANO), ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL B-2:

A part of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly right-of-way line of State Road No. 203 (a 188.00 foot right-of-way as now established) with the Southerly right-of-way line of Solana Road (a 60.00 foot right-of-way as now established); thence South 88° 37' 10" West along said Southerly right-of-way line, a distance of 467.34 feet to the Point of Beginning; from the Point of Beginning thus described continue South 88° 37' 10" West, along said Southerly right-of-way line, a distance of 190.0 feet; thence South 01° 13' 06" East, a distance of 125.0 feet; thence North 88° 37' 10" East, a distance of 200.0 feet; thence North 01° 13' 06" West, a distance of 90.0 feet; thence South 88° 37' 10" West, a distance of 10.0 feet, thence North 01° 13' 06" West, a distance of 35.0 feet to the Point of Beginning.

PARCEL B-3:

A part of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly right-of-way line of State Road No. 203 (a 188.00 foot right-of-way as now established) with the Southerly right-of-way line of Solana Road (a 60.00 foot right-of-way as now established); thence South $88^{\circ} 37' 10''$ West along said Southerly right-of-way line, a distance of 457.34 feet to the Point of Beginning; from the Point of Beginning thus described continue South $88^{\circ} 37' 10''$ West, along said Southerly right-of-way line, a distance of 10.0 feet; thence South $01^{\circ} 13' 06''$ East, a distance of 35.0 feet; thence North $88^{\circ} 37' 10''$ East, a distance of 10.0 feet; thence North $01^{\circ} 13' 06''$ West, a distance of 35.0 feet to the Point of Beginning.

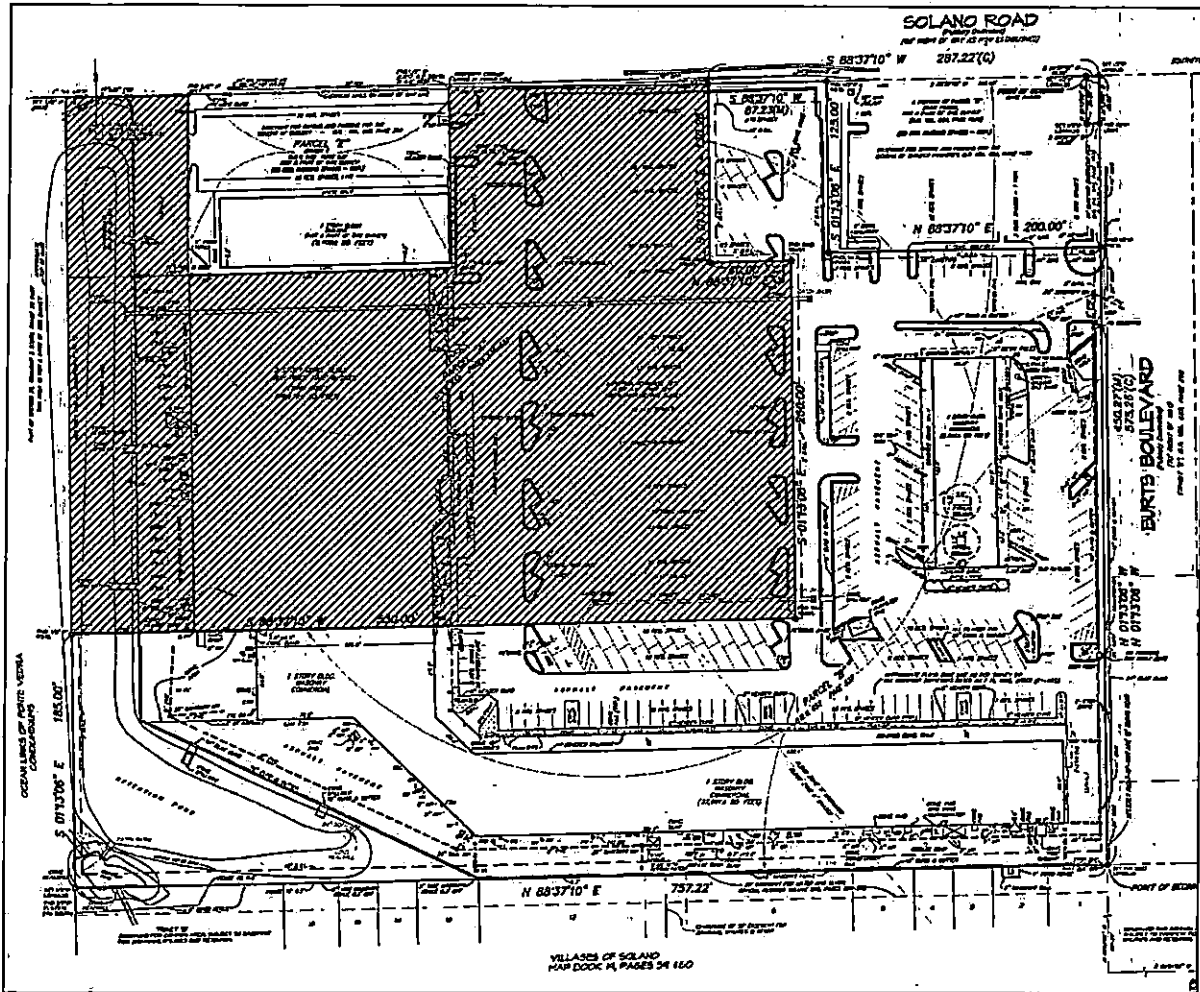
PARCEL E:

A portion of Government Lot 12, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

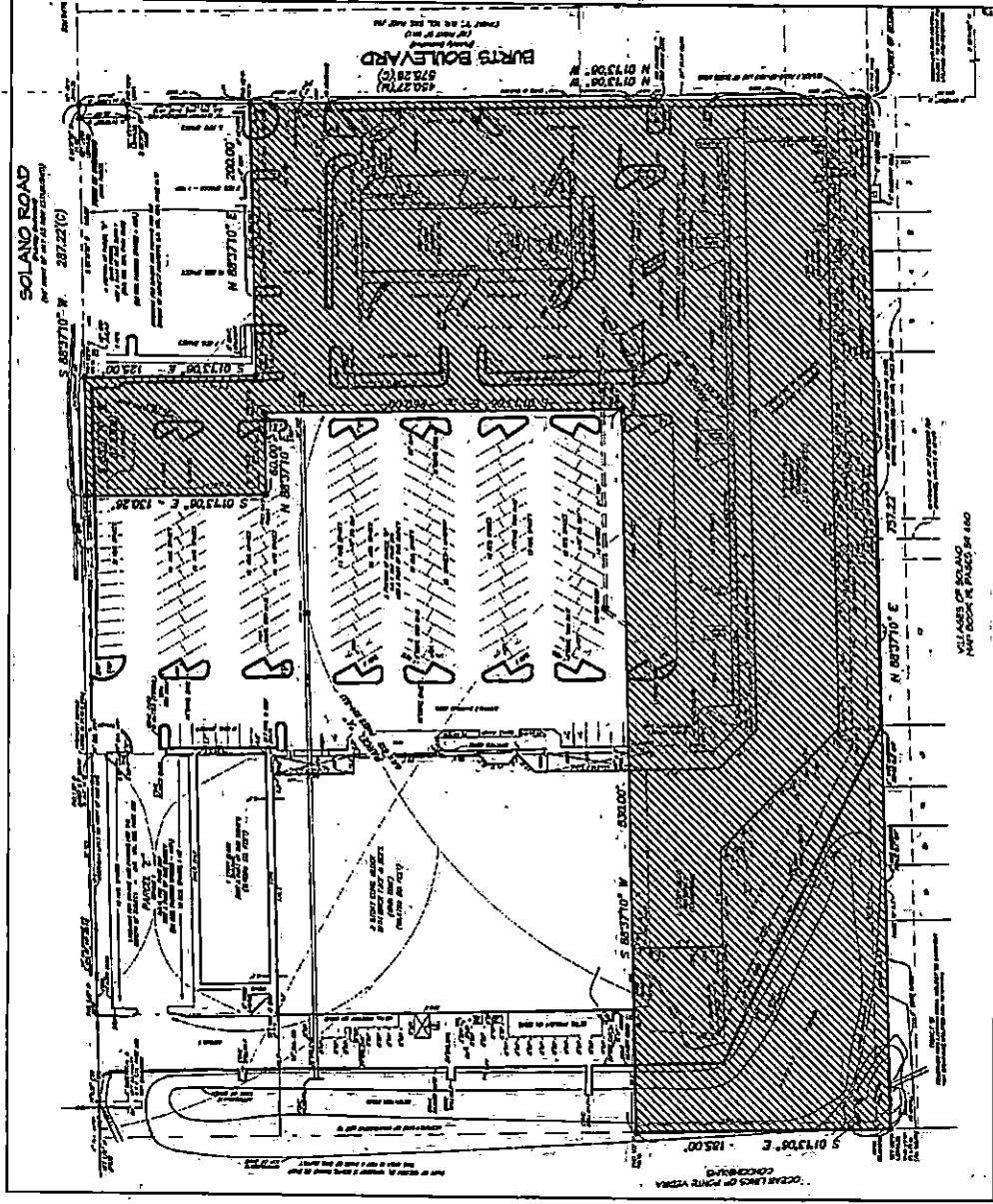
Commence at the Southeasterly corner of said Government Lot 12, thence South $89^{\circ} 04' 02''$ West along said Southerly line of said Government Lot 12 571.10 feet, thence North $01^{\circ} 13' 06''$ West 1,266.50 feet to the southerly right of way line of Solano Road (a 60 foot right of way as now established), thence South $88^{\circ} 37' 10''$ West along last said line 477.22 feet to the point of beginning, thence continue South $88^{\circ} 37' 10''$ West along said Southerly right of way line 190.00 feet, thence South $01^{\circ} 13' 06''$ East 130.26 feet, thence North $88^{\circ} 37' 10''$ East 190.00 feet, thence North $01^{\circ} 13' 06''$ West 130.26 feet to the point of beginning. Lands thus described contain 0.57 acres more or less.

General Depiction of the Existing Property

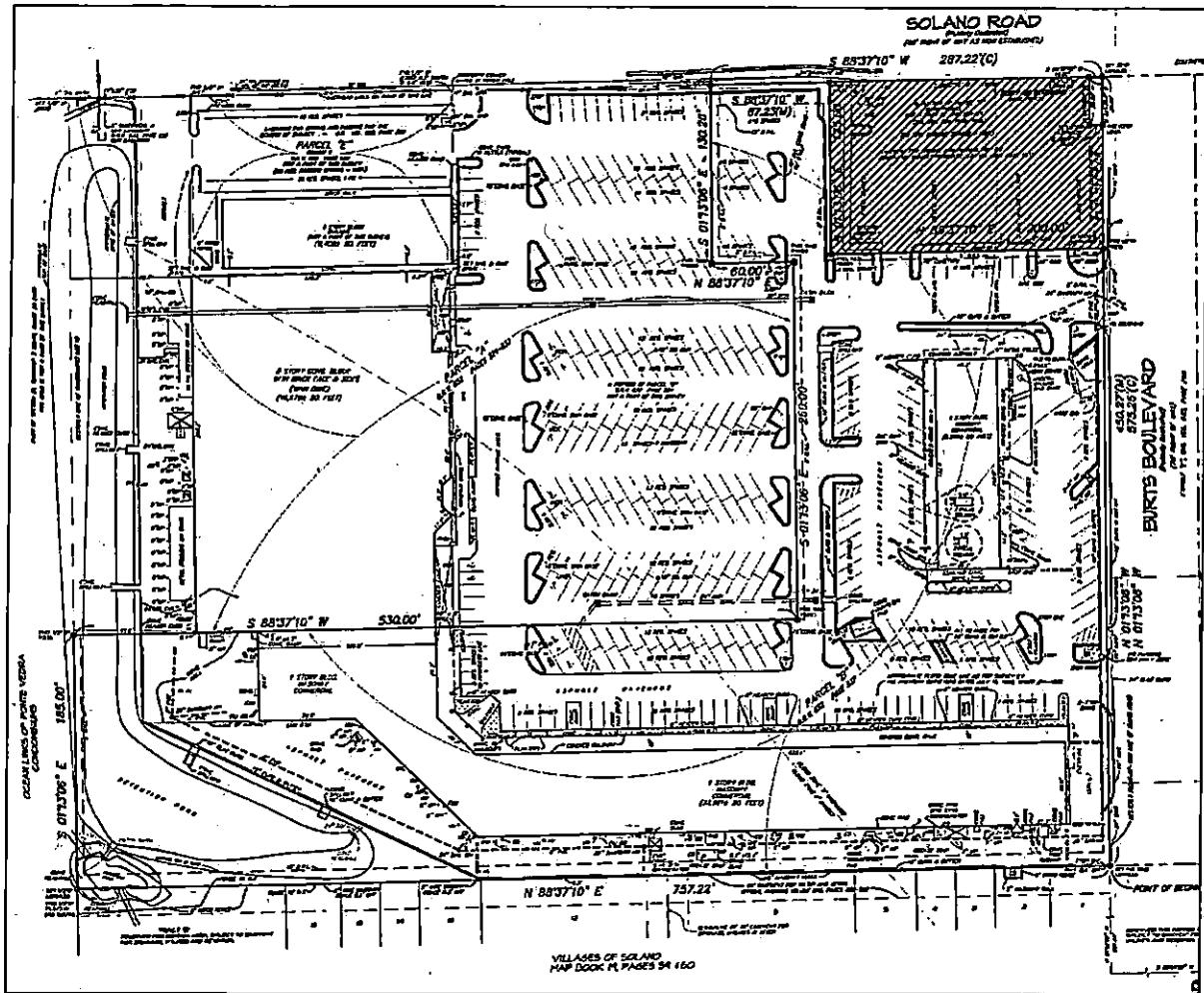
PARCEL A



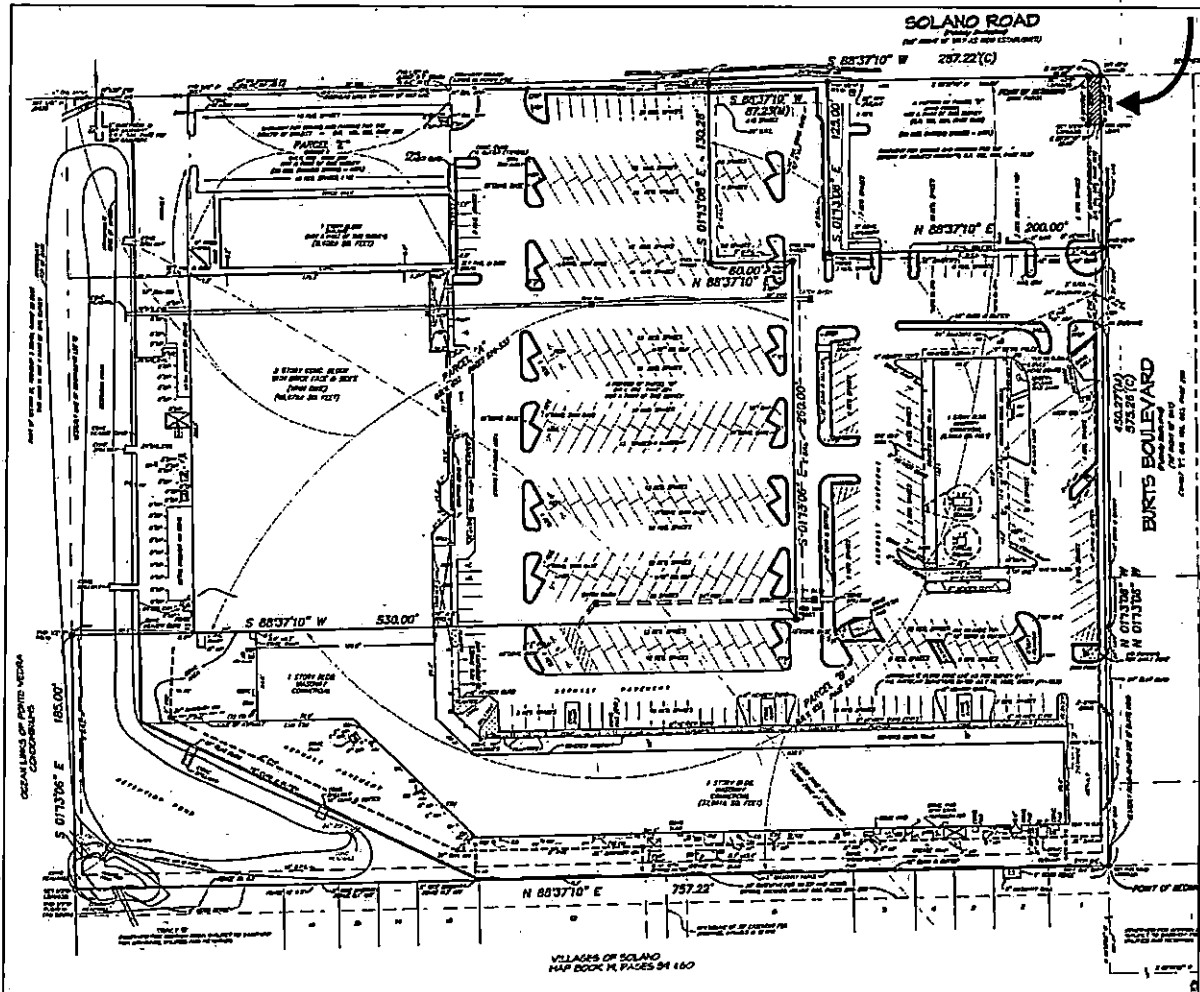
PARCEL B-1



PARCEL B-2



PARCEL B-3



PARCEL E

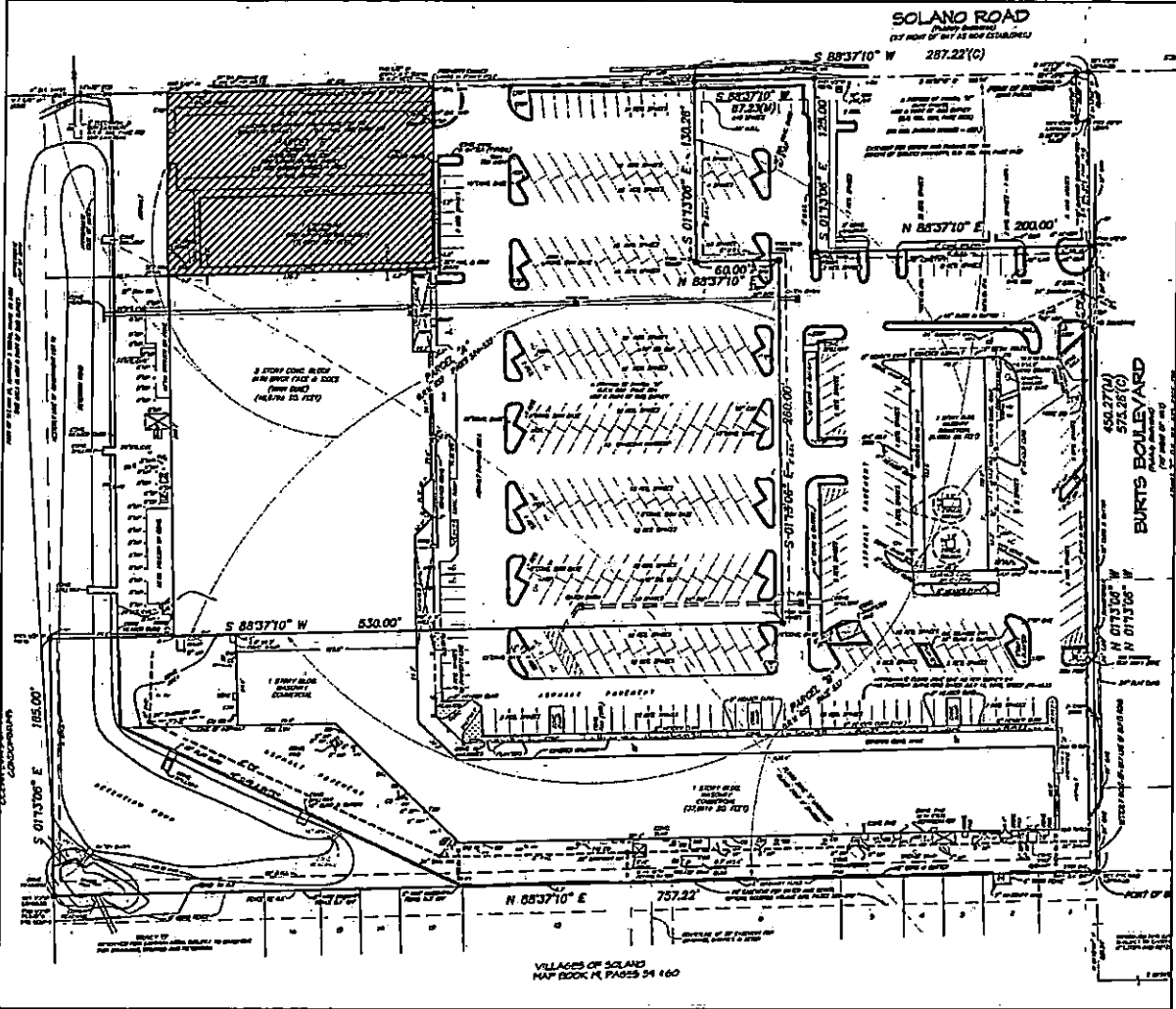


EXHIBIT B

Legal Description of Parcel F

A PORTION OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF VILLAGES OF SOLANO, AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH $88^{\circ}36'36''$ WEST, ALONG THE NORTH LINE OF SAID VILLAGES OF SOLANO, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LA PASADA CIRCLE (ALSO KNOWN AS BERTS BOULEVARD, A 70 FOOT RIGHT OF WAY) A DISTANCE OF 70.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE THE FOLLOWING THREE (3) COURSES: FIRST COURSE, THENCE NORTH $01^{\circ}12'00''$ WEST, A DISTANCE OF 540.36 FEET; SECOND COURSE, THENCE SOUTH $88^{\circ}36'36''$ WEST, A DISTANCE OF 10.00 FEET; THIRD COURSE, THENCE NORTH $01^{\circ}12'00''$ WEST, A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SOLANO ROAD (COUNTY ROAD No. 210A, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH $88^{\circ}36'36''$ EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID LA PASADA CIRCLE; THENCE SOUTH $32^{\circ}25'54''$ WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 36.11 FEET; THENCE SOUTH $01^{\circ}12'00''$ EAST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 330.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LIBRARY BOULEVARD (ALSO KNOWN AS SANDIA BOULEVARD, A 70 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $46^{\circ}11'57''$ EAST, 42.42 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: FIRST COURSE, THENCE NORTH $88^{\circ}48'00''$ EAST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 285.00 FEET; SECOND COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $70^{\circ}51'04''$ EAST, 198.21 FEET; THIRD COURSE, THENCE SOUTH $50^{\circ}30'07''$ EAST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 210.79 FEET; FOURTH COURSE, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.41 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (STATE ROAD No. 203, A 188 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF

SOUTH 79°14'00" EAST, 202.65 FEET; THENCE SOUTH 17°57'52" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 70.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID LIBRARY BOULEVARD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 280.79 FEET; THENCE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES; FIRST COURSE, THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 79°14'00" WEST, 269.96 FEET; SECOND COURSE, THENCE NORTH 50°30'07" WEST, A DISTANCE OF 154.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THIRD COURSE, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 70°51'04" WEST, 149.53 FEET; FOURTH COURSE, THENCE SOUTH 88°48'00" WEST, A DISTANCE OF 7.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; FIFTH COURSE, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 43°48'00" WEST, 42.43 FEET TO A POINT LYING ON SAID EAST RIGHT OF WAY LINE OF LA PASADA CIRCLE; THENCE SOUTH 01°12'00" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING, SAID LANDS INTENDED TO BE THE SAME AS THOSE DESCRIBED AS BERTS BOULEVARD AND SANDIA BOULEVARD IN OFFICIAL RECORDS BOOK 685, PAGE 298 OF SAID PUBLIC RECORDS.

General Depiction of Parcel F

PARCEL F

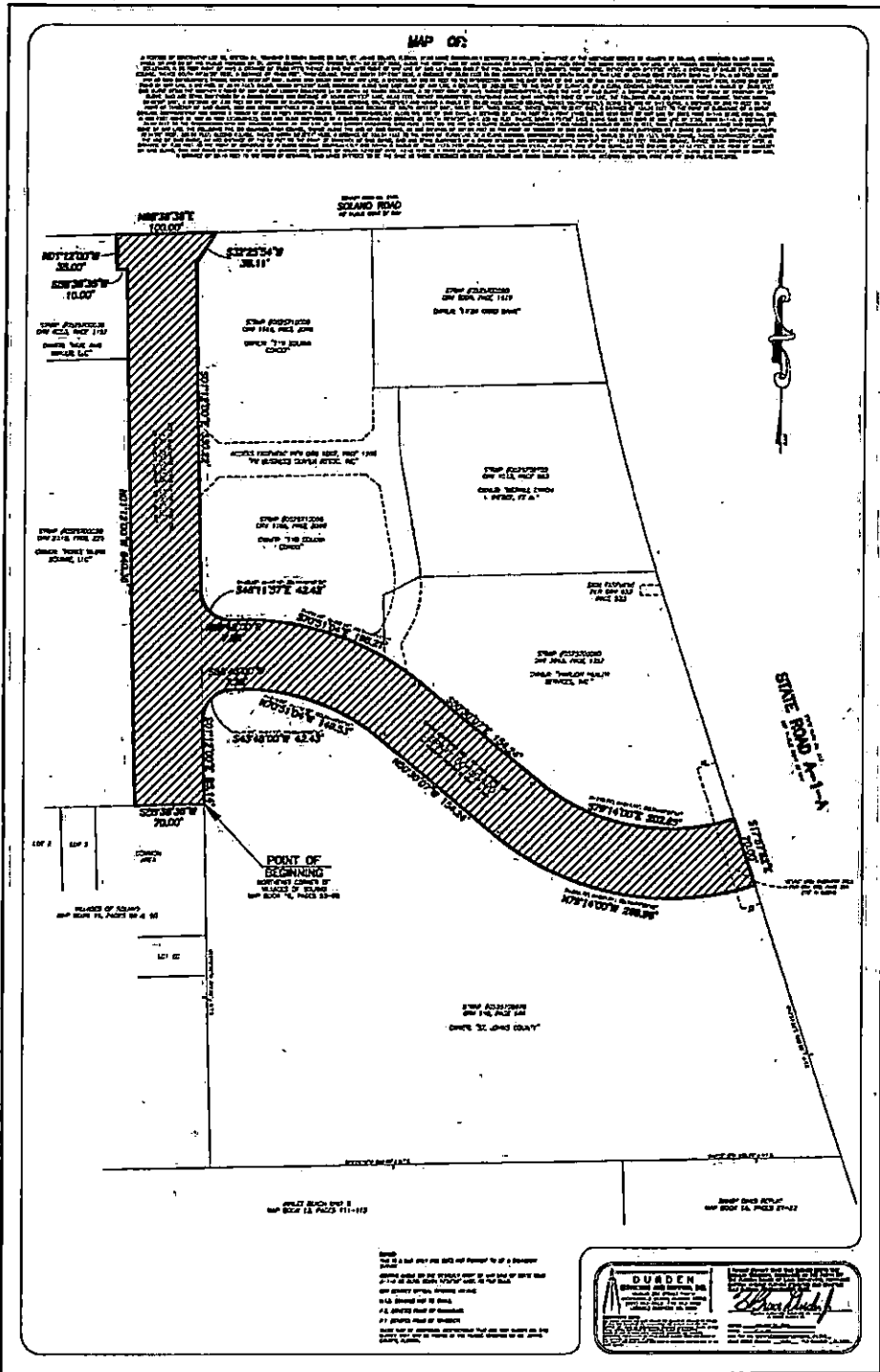


EXHIBIT C

The Parcel A Monument Sign

D/F MONUMENT

Winn-Dixie

11'-0"

7'-0"

2'-6"

1'-0"

PONTE VEDRA SQUARE

Winn-Dixie

GROUND LIGHTS

LED LIT TOP AND BOTTOM

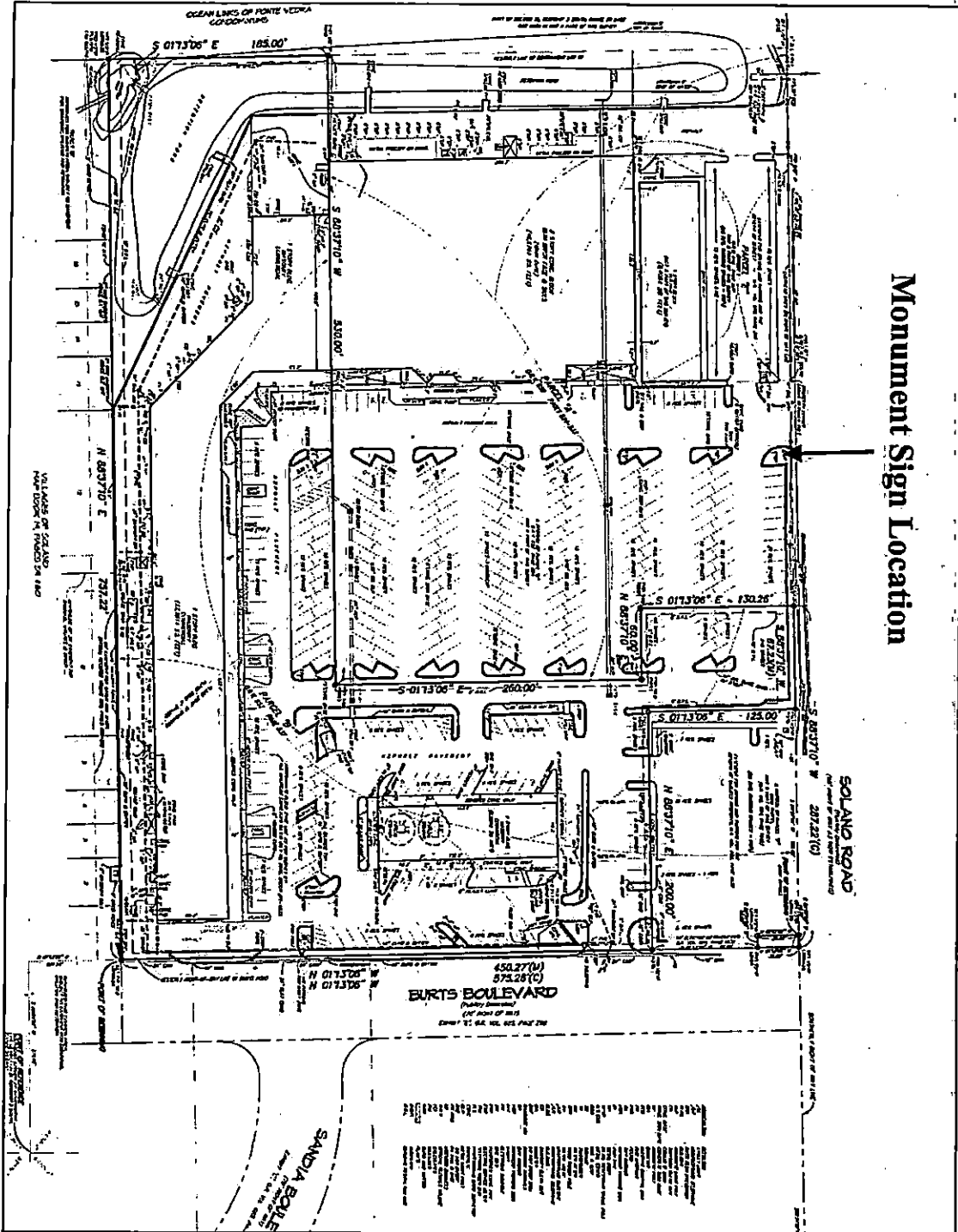
SIGN: D/F EXTERNALLY ILLUMINATED MONUMENT
FACES: ROUTED ALUMINUM FACES BACKED W/ ACRYLIC
BASE: BRICK BASE (TO MATCH BUILDING) BY OTHERS
*** MAXIMUM OAH IS 8'-0"**
*** MAXIMUM SQ FT IS 32 SQ FT/FACE**

CUSTOMER APPROVAL: DATE: _____ FILE LOCATION: IS: MARKETING DESIGN / COM / W / WINN-DIXIE / PONTE VEDRA SQUARE.dwg

<p>ENTERA Your total branding solution</p>	<p>Underwriters Laboratories Inc. LABORATORY</p>	<small>ENTERA AND ENTERA LOGO ARE TRADEMARKS OF ENTERA INC. ALL RIGHTS RESERVED. IF YOU ARE THE USER OF A PRODUCT OR SERVICE PROVIDED BY ENTERA, YOU AGREE TO HOLD ENTERA HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF THE PRODUCT OR SERVICE PROVIDED BY ENTERA.</small>		CLIENT: WINN-DIXIE SCALE: 3/4" = 1'-0"	REV1 2/2/16 REV2 1/2/17 REV3 1/2/17 REV4 1/2/17
		LOCATION: PONTE VEDRA SQUARE DRAWN BY: ZJA	DATE: 11.28.17 DWG. NO.: PONTE VEDRA SQUARE		

EXHIBIT D

The Parcel A Monument Sign Location



Monument Sign Location

EXHIBIT E

The Parcel F Monument Sign

D/F MONUMENT

Winn-Dixie

11'-0"

7'-0"

2'-6"

1'-0"

PONTE VEDRA SQUARE

Winn-Dixie

GROUND LIGHTS

LED LIT TOP AND BOTTOM

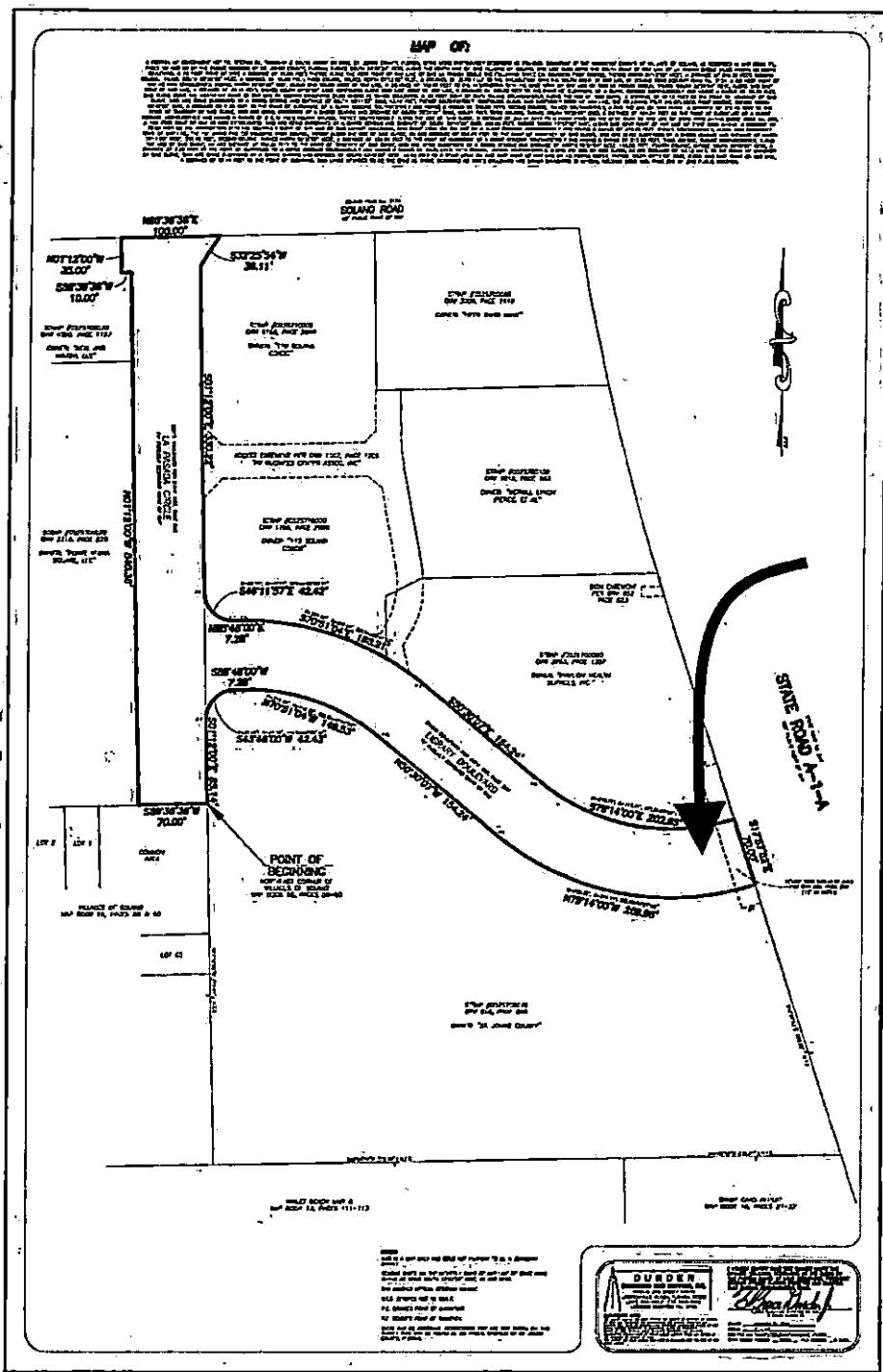
SIGN: D/F EXTERNALLY ILLUMINATED MONUMENT
FACES: ROUTED ALUMINUM FACES BACKED W/ ACRYLIC
BASE: BRICK BASE (TO MATCH BUILDING) BY OTHERS
 *MAXIMUM OAH IS 8'-0"
 *MAXIMUM SQ FT IS 32 SQ FT/FACE

CUSTOMER APPROVAL DATE: FILE LOCATION: IN: MARKETING DESIGN / COR / W / MON-0228 / PONTE VEDRA SQUARE.dwg

<p>ENTERA Your total branding solution</p>	<p>Underwriters Laboratories Inc. E11473</p>	<p><small>THIS IS AN EXCERPT OF THE UNDERWRITERS LABORATORIES CERTIFICATION. IT IS SUBJECT TO THE FULL CERTIFICATION REPORT. FOR MORE INFORMATION, VISIT US ONLINE AT www.ul.com. UL IS AN ISO 9001 CERTIFIED COMPANY. ALL RIGHTS RESERVED. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM UNDERWRITERS LABORATORIES INC.</small></p>	CLIENT: WST-0006	SCALE: 3/4" = 1'-0"	REV1: 02/11
			LOCATION: PONTE VEDRA SQUARE	DATE: 11.28.17	REV2: 02/11
			DRAWN BY: JLI	DWG. NO.: PONTE VEDRA SQUARE	REV3: 02/11
					REV4: 02/11

EXHIBIT F

The Parcel F Monument Sign Location



Prepared by and return to:

Zachry C. Lever, Esquire
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

RELEASE OF VISIBILITY CORRIDOR

This RELEASE OF VISIBILITY CORRIDOR (this "Release") is made and entered into as of _____ 2017 (the "Effective Date") by PONTE VEDRA SQUARE, LLC, a Florida limited liability company ("PVS"), METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership ("Metro"), NEAL AND WINTER, L.L.C., a Florida limited liability company ("N&W"), and PONTE VEDRA MINI CENTER, LLC, a Florida limited liability company ("Mini Center").

Recitals:

WHEREAS, Solano Road Associates, a Florida general partnership ("Solano"), Winn-Dixie Stores, Inc., a Florida corporation ("WD Stores," and together with Solano, "Associates"), and March Investments, Inc., a Florida corporation ("March Investments"), entered into the Agreement Creating and Granting Easements and Restrictive Covenants dated July 18, 1984 and recorded in Official Records Book 652, Page 511 of the public records of St. Johns County, Florida (the "Original Agreement"), as amended by the Agreement Amending and Supplementing Agreement Creating and Granting Easements and Restrictive Covenants dated September 10, 1985 and recorded in Official Records Book 685, Page 298 of the public records of St. Johns County, Florida (the "Amendment," and together with the Original Agreement, the "Agreement");

WHEREAS, PVS, Metro, N&W, and Mini Center are the successors in title to the land previously owned by Associates as legally described and generally depicted with hatching in Exhibit A attached hereto (the "Benefitted Property").

WHEREAS, Section 1 of the Original Agreement, as amended by Section 1 of the Amendment, created a visibility corridor that encumbers that certain real property that is legally described and generally depicted with hatching in Exhibit B attached hereto (the "Visibility Corridor"); and

WHEREAS, PVS, Metro, N&W, and Mini Center have agreed to release the Visibility Corridor pursuant to the terms of this Release.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Release and Waiver. PVS, Metro, N&W, and Mini Center hereby release, exonerate, and discharge the Visibility Corridor from the operation, force, and effect of Section 1 of the Original Agreement, as amended by Section 1 of the Amendment. PVS, Metro, N&W, and Mini Center hereby waive any rights arising under the Agreement with respect to the "visibility corridor" (as such term is used in the Agreement), including, but not limited to, Section 1 of the Original Agreement, as amended by Section 1 of the Amendment.

3. Miscellaneous. This Release shall be binding upon PVS, Metro, N&W, and Mini Center and their respective heirs, personal representatives, successors, and assigns. This Release may be executed in one or more counterparts, each of which shall be deemed an original. If any provision of this Release shall be determined to be unenforceable in any circumstances by a court of competent jurisdiction, then the balance of this Release nevertheless shall be enforceable, and the subject provision shall be enforceable in all other circumstances. This Release and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

[signature pages follow]

IN WITNESS WHEREOF, PVS, Metro, N&W, and Mini-Center have executed this Release of View Corridor as of the Effective Date.

Signed, sealed, and delivered in the presence of:

PVS:

PONTE VEDRA SQUARE, LLC, a Florida limited liability company

Franklin Ruskford Jr
Name: Franklin Ruskford Jr
Tara L. Thompson
Name: Tara L. Thompson

By: J. C. Demetrius Jr
Name: J. C. Demetrius Jr.
Title: Manager

STATE OF Florida
COUNTY OF Duval

The foregoing was acknowledged before me this 5th day of June, 2017, by J. C. Demetrius Jr. as manager of Ponte Vedra Square, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



Name: Tara L. Thompson
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____

[signatures continue on following pages]

Signed, sealed, and delivered
in the presence of:

METRO:

METRO INTERNATIONAL PROPERTY
FUND, IV, LTD., a Florida limited partnership

Michael Charles Joseph

By: [Signature]

Print Name: Michael C. Joseph Dr. Bernd Abromeit-Kremser

Name: _____

[Signature]

Title: President

Print Name: Aida Rlythe

msb

Province
STATE OF Ontario, Canada

msb

City
COUNTY OF Toronto

2017

msb

The foregoing instrument was acknowledged before me this 22nd day of June,
~~2016~~, by Dr. Bernd Abromeit-Kremser as President of Metro International Property Fund, IV, Ltd., a
Florida limited partnership, on behalf of the _____. Such person is personally known
to me or has produced _____ as identification.

msb

Michael Charles Joseph

msb

Print Name: Michael Charles Joseph
Notary Public, ~~State and County aforesaid~~ Province and City
Commission No.: For Life
My Commission Expires: Not Applicable

[signatures continue on following pages]

Signed, sealed, and delivered
in the presence of:

N&W:

NEAL AND WINTER, L.L.C., a Florida
limited liability company

^{PTN}
Polly T / Polly Newstead

Name: Polly T Newstead

John S. Duss IV

Name: JOHN S. DUSS IV

By: K. Neal

Name: Kevin L. Neal

Title: Manager

STATE OF Florida

COUNTY OF St. Johns

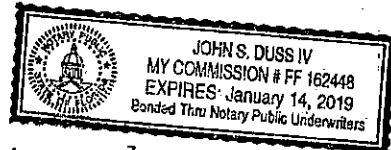
The foregoing was acknowledged before me this 8th day of August, 2017, by Kevin L. Neal as Manager of Neal and Winter, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

John S. Duss IV
Name: _____

Notary Public, State and County aforesaid

My Commission Expires: _____

Commission No.: _____



[signatures continue on following pages]

Signed, sealed, and delivered
in the presence of:

Tina Denton
Name: Tina Denton

Tracy Smith
Name: Tracy Smith

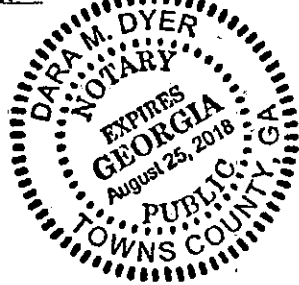
MINI CENTER:

PONTE VEDRA MINI CENTER, LLC, a
Florida limited liability company

By: Brenda R. Collins
Brenda R. Collins
Sole Member and Manager

STATE OF Georgia
COUNTY OF TOWNS

The foregoing was acknowledged before me this 22 day of July, 2017, by
Brenda R. Collins, as Sole Member and Manager of Ponte Vedra Mini Center, LLC, a Florida
limited liability company, on behalf of the company, who is personally known to me or has
produced GA. DL. as identification.



Dara Dyer
Name: Dara Dyer
Notary Public, State and County aforesaid
My Commission Expires: Aug 25, 2018
Commission No.: _____

[end of signature pages]

EXHIBIT A

Legal Description of the Benefitted Property

A portion of Government Lot 12, lying in Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Government Lot 12; thence S. 89° 04' 02" W., along a Southerly line of said Government Lot 12, 571.10'; thence N. 01° 13' 06" W., 691.24' to the Point of Beginning; thence S. 88° 37' 10" W., 757.22' to the Westerly line of said Government Lot 12; thence N. 01° 13' 06" W., along said Westerly line of Government Lot 12, 575.26' to the Southerly right-of-way line of Solano Road, a 60.00' right-of-way as now established; thence N. 88° 37' 10" E., along said Southerly right-of-way line of Solano Road, 757.22'; thence S. 01° 13' 06" E., 575.26' to the Point of Beginning.

Lands thus described contain 10.0 acres, more or less.

General Depiction of the Benefitted Property

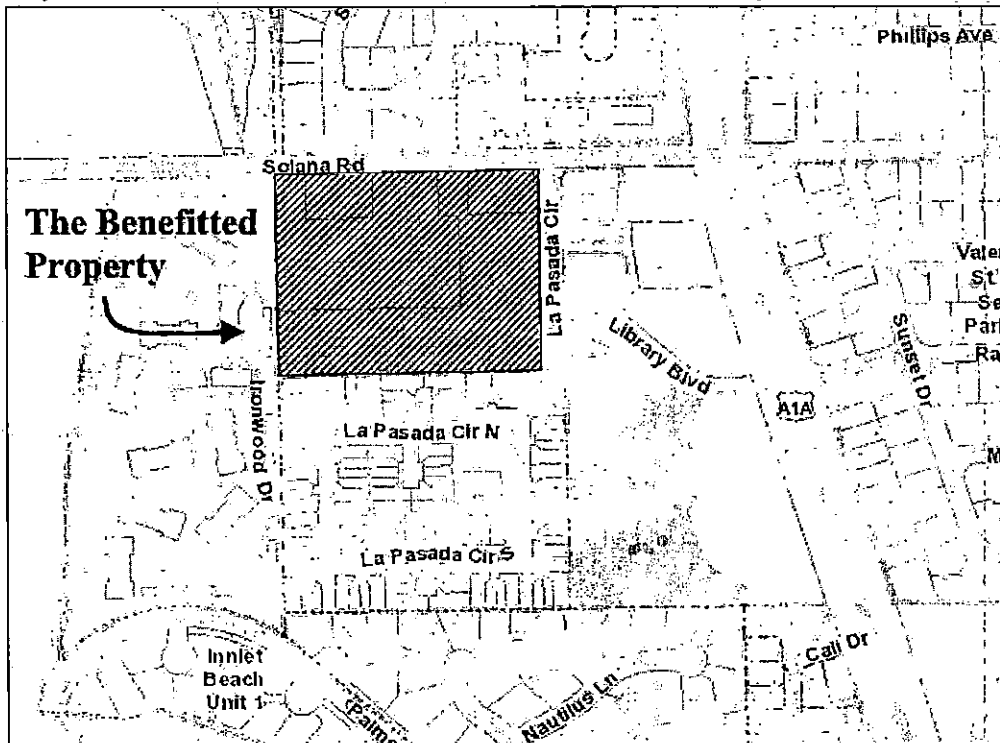


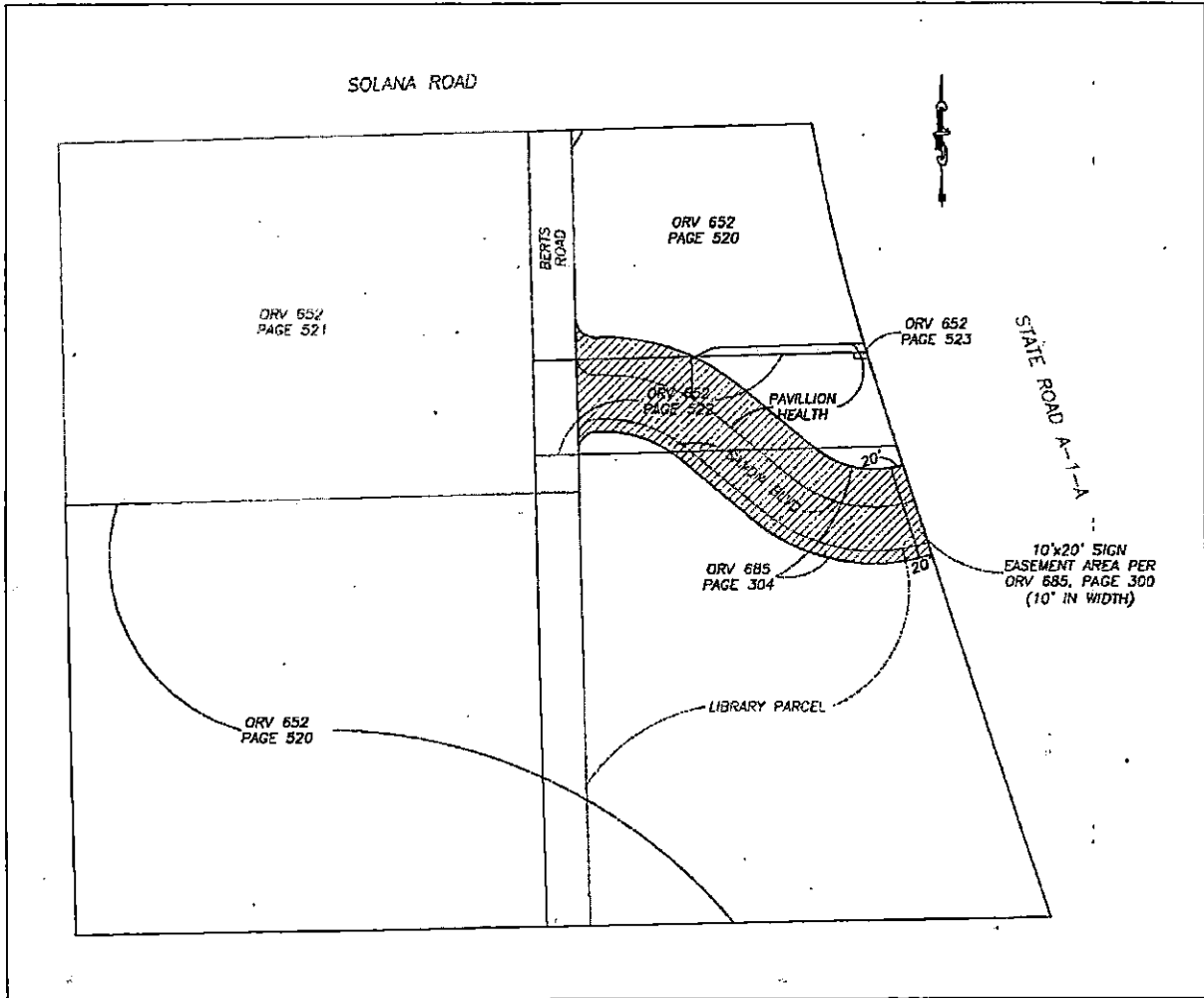
EXHIBIT B

Legal Description of the Visibility Corridor

A PART OF GOVERNMENT LOT 12, SECTION 21, AND A PART OF GOVERNMENT LOT 7, SECTION 22, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE N.89°02'18"E., ALONG THE SOUTH LINE OF SAID SECTION 22, THE SAME BEING THE NORTH LINE OF SANDY OAKS UNIT 1, AS RECORDED IN MAP BOOK 14, PAGE 98 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 238.91 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 188 FOOT RIGHT OF WAY; THENCE N.17°57'52"W., ALONG SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 608.55 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 300.79 FEET; THENCE ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.79°14'00"W. AND A CHORD DISTANCE OF 289.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.50°30'07"W. A DISTANCE OF 154.24 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 195.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.70°51'04"W. AND A CHORD DISTANCE OF 135.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.88°48'00"W. A DISTANCE OF 7.28 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.43°48'00"W. AND A CHORD DISTANCE OF 42.43 FEET TO THE POINT OF CUSP OF SAID CURVE; THENCE N.01°12'00"W., PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 12, A DISTANCE OF 210.00 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.46°12'00"E. AND A CHORD DISTANCE OF 42.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.88°48'00"E. A DISTANCE OF 7.28 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 345.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.70°51'04"E. AND A CHORD DISTANCE OF 239.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.50°30'07"E. A DISTANCE OF 154.24 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.79 FEET; THENCE ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.79°14'00"E. AND A CHORD DISTANCE OF 144.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 188 FOOT RIGHT OF WAY; THENCE S.17°57'52"E., ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.11 ACRES MORE OR LESS.

[general depiction of Visibility Corridor appears on following page]

General Depiction of the Visibility Corridor



Prepared by and after
recording return to:

G. James Moore III, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200.
Jacksonville, Florida 32202

**SECOND AMENDMENT TO AGREEMENT CREATING
AND GRANTING EASEMENTS AND RESTRICTIVE COVENANTS**

This SECOND AMENDMENT TO AGREEMENT CREATING AND GRANTING EASEMENTS AND RESTRICTIVE COVENANTS (this "Second Amendment") is made this ____ day of _____, 2017 (the "Second Amendment Effective Date"), by and among METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership ("Metro"), PONTE VEDRA SQUARE, LLC, a Florida limited liability company ("PVS"), NEAL AND WINTER, L.L.C., a Florida limited liability company ("N&W"), PONTE VEDRA MINI CENTER, LLC, a Florida limited liability company ("Mini Center"), THE 110 SOLANA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit ("110 Solana Condo"), THE PONTE VEDRA BUSINESS CENTER ASSOCIATION, INC., a Florida corporation not for profit ("Business Center Association"), FIFTH THIRD BANK, an Ohio banking corporation (successor-by-merger to Fifth Third Bank, a Michigan banking corporation) ("Fifth Third"), MERRILL LYNCH, PIERCE, FENNER AND SMITH INCORPORATED, a Delaware corporation ("Merrill Lynch"), PAVILION HEALTH SERVICES, INC., a Florida corporation ("Baptist"), VILLAGE OF SOLANO, INC., a Florida corporation not for profit ("Village of Solano"), and ST. JOHNS COUNTY (the "County") (Metro, PVS, N&W, Mini Center, 110 Solana Condo, Business Center Association, Fifth Third, Merrill Lynch, Baptist, Village of Solano, and the County are collectively referred to as the "Parties").

RECITALS:

A. March Investments, Inc., Solano Road Associates, and Winn-Dixie Stores, Inc. entered into an Agreement Creating and Granting Easements and Restrictive Covenants dated July 18, 1984 and recorded in Official Records Book 652, Page 511 of the public records of St. Johns County, Florida (the "Original Agreement"), as amended by Agreement Amending and Supplementing Agreement Creating and Granting Easements and Restrictive Covenants dated September 10, 1985 and recorded in Official Records Book 685, Page 298 of the public records of St. Johns County, Florida (the "First Amendment," and together with the Original Agreement, the "Agreement") relating to the development and operation of the property legally described and generally depicted in Exhibit A attached hereto (the "Property").

B. As of the Second Amendment Effective Date, Metro is the owner of a portion of the Property, as successor in interest to Winn-Dixie Stores, Inc.; PVS is the owner of a portion of the Property, as successor in interest to Solano Road Associates; N&W is the owner of a portion of the Property, as successor in interest to Solano Road Associates; Mini Center is the owner of a portion of the Property, as successor in interest to Solano Road Associates; 110 Solana Condo is the owner of a portion of the Property, as successor in interest to March Investments, Inc.;

Business Center Association is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; Fifth Third is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; Merrill Lynch is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; Baptist is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; Village of Solano is the owner of a portion of the Property, as successor in interest to March Investments, Inc.; and the County is the owner of a portion of the Property, as successor in interest to March Investments, Inc.

C. The Parties wish to modify and amend the Agreement to permit the construction of a monument sign within the "visibility corridor," all as more particularly described in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **Recitals.** The Recitals as set forth above are agreed to be true and correct and incorporated herein by this reference.

2. **Monument Sign.** Notwithstanding anything contained in the Agreement to the contrary, including Section 1 of the Original Agreement, as amended by Section 1 of the First Amendment, and Section 5 of the Original Agreement, as amended by Section 3 of the First Amendment, the Parties acknowledge and agree that Metro, and/or its anchor tenant Winn-Dixie Stores Leasing, LLC, shall have the right to construct and install, or cause to be constructed or installed, a single monument sign on the Property within the visibility corridor and within the median of the existing roadway, such monument sign being more particularly depicted in Exhibit B attached hereto (the "Monument Sign"), at the location depicted in Exhibit C attached hereto (the "Monument Sign Location"). At Metro's sole cost and expense, Metro shall construct and install, or cause to be constructed or installed, the Monument Sign at the Monument Sign Location substantially in accordance with the drawings attached as Exhibit B hereto and in accordance with all applicable laws, codes, rules, regulations, and ordinances. Metro shall have the right, at Metro's sole cost and expense, to update, modify, replace, and repair the Monument Sign. The Monument Sign may be illuminated and may include any of Metro's or its tenant's brands, trade names, trademarks, service marks, logos, or symbols existing from time to time. Unless otherwise agreed in writing by Metro, the right to place signage on the Monument Sign shall be exclusive to Metro and its tenants, and no other owner of any portion of the Property shall have a right to display signage on the Monument Sign. Metro shall have the obligation to pay for any and all maintenance, insurance, taxes, and utilities associated with operation of the Monument Sign. Metro shall maintain the Monument Sign in a first-class condition at all times. Notwithstanding anything else to the contrary herein or in the Agreement, no other sign shall be erected within the existing roadway and/or the medians of the existing roadway referred to as Library Boulevard, and/or on any portion of Baptist's property located within the visibility corridor, other than the Monument Sign. In the event Metro updates the Monument Sign after the date the Monument Sign is erected, all updates shall be consistent with signage and branding in the Jacksonville, Florida area for the tenant(s) logo(s) depicted on the Monument Sign, and in the event that such updates are not consistent with local signage and branding standards, PVS, N&W, Mini Center, 110 Solana Condo, Business Center Association, Fifth Third, Merrill Lynch, Baptist, Village of Solano, and County shall have the right to consent

to design of the updated Monument Sign prior to Metro updating such Monument Sign; provided, however, in the event the aforementioned parties do not reply to such written request for consent within sixty (60) days after receipt thereof, the parties shall be deemed to have approved the proposed updated Monument Sign.

3. **Notices.** Any notice required or permitted to be sent under the provisions of this Second Amendment and/or the Agreement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, sent by Federal Express or other reputable overnight courier, or hand delivered to the following addresses, or to such addresses set forth in the current public records of St. Johns County, Florida at the time of such mailing:

If to Metro:

Metro International Property Fund, IV, Ltd.
2100 Matheson Boulevard East, Suite 200
Mississauga, Ontario
Canada L4W 5E1
Attn: Bernd Abromeit-Kremser

With a copy to:

Kevin A. Denti, P.A.
2180 Immokalee Road, Suite #316
Naples, Florida 34110
Attn: Kevin A. Denti

If to PVS:

Ponte Vedra Square, LLC
P.O. Box 47050
Jacksonville, Florida 32247

With a copy to:

Burr & Forman
50 North Laura Street
Jacksonville, Florida 32202
Attn: Adrian Rust

If to N&W:

Neal and Winter, L.L.C.
100 Professional Drive
Ponte Vedra Beach, Florida 32082

With a copy to:

Duss Kenney Safer Hampton & Joos, pa
4348 Southpoint Blvd, Suite 101
Jacksonville, FL 32216
Attn: John S. Duss, IV, Esq.

If to Mini Center:

Ponte Vedra Mini Center, LLC
14286-19 Beach Boulevard, Suite 194
Jacksonville, Florida 32250
Attn: Lisa A. Collins

With a copy to:

Wilmoth & Associates, P.A.
2317 Blanding Boulevard, Suite 206
Jacksonville, Florida 32210

If to 110 Solana Condo:

The 110 Solana Condominium Association, Inc.
822 A1A North, Suite 103
Ponte Vedra Beach, Florida 32082
Attn: Syd Gervin

If to Business Center Association:

The Ponte Vedra Business Center Association, Inc.
822 A1A North, Suite 103
Ponte Vedra Beach, Florida 32082
Attn: Syd Gervin

If to Fifth Third:

Fifth Third Bank
Kennedy Office Building
MD: TJFK3D
4427 West Kennedy Boulevard
Tampa, Florida 33609
Attn: Brad Newman

Kilpatrick Townsend & Stockton LLP
214 North Tryon Street, Suite 2400
Charlotte, North Carolina 28202-2381
Attn: Todd Burbank

If to Merrill Lynch:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
c/o Bank of America, National Association
13850 Ballantyne Corporate Place
Mail Code: NC2-150-03-06
Charlotte, North Carolina 28277
Attn: MH# FL9-809

With a copy to:

Sherry Cronan Watts, Attorney-in-Fact
c/o Bank of America, National Association
1235 East Boulevard, Suite 130
Mail Code: NC2-416-01-01
Charlotte, North Carolina 28203

If to Baptist:

Pavilion Health Services, Inc.
3563 Philips Highway, Building A, Suite 101
Jacksonville, Florida 32207

With a copy to:

Smith Hulsey & Busey
225 Water Street, Suite 1800
Jacksonville, FL 32202-5182
Attn: G. Preston Keyes, Esq.

If to Village of Solano:

Village of Solano, Inc.
6028 Chester Avenue, Suite 105
Jacksonville, Florida 32217

With a copy to:

Fred Elefant, P.A.
Post Office Box 5727
Jacksonville, FL 32247-5727
Attn: Fred Elefant

If to County:

St. Johns County
[4030 Lewis Speedway, Suite 203]
[St. Augustine, Florida 32084]
Attn: Paolo Soria

4. Effect. Except as specifically amended by this Second Amendment, the Agreement shall remain in full force and effect. If there is a conflict between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall control.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment to Agreement Creating and Granting Easements and Restrictive Covenants as of the Second Amendment Effective Date.

Signed, sealed and delivered in the presence of:

"METRO"

METRO INTERNATIONAL PROPERTY FUND, IV, LTD., a Florida limited partnership

Michael Charles Joseph Lebring

[Signature]

Name: MICHAEL CHARLES JOSEPH LEBRING By: _____

[Signature] Name: Dr. Bernd Abromelt-Kremser

Name: RITA BLYTHE Title: President

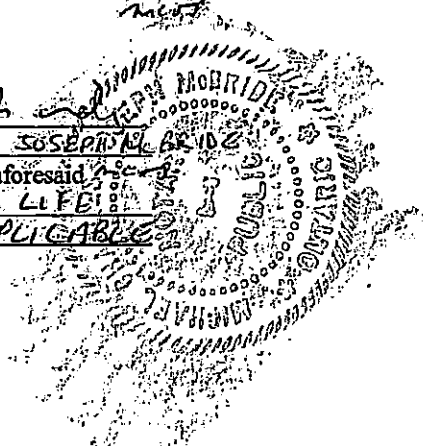
mcob PROVINCE
STATE OF ONTARIO
mcob CITY
COUNTY OF TORONTO

The foregoing was acknowledged before me this 2nd day of JUNE, 2017, by R. BERND ABROMELT-KREMSER, as PRESIDENT of Metro International Property Fund, IV, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.

in csh

Michael Charles Joseph Lebring

Name: MICHAEL CHARLES JOSEPH LEBRING
Notary Public, State and County aforesaid
My Commission Expires: FOR LIFE
Commission No.: NOT APPLICABLE



[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"PVS"

**PONTE VEDRA SQUARE, LLC, a
Florida limited liability company**

Frank Reinstone Jr

Name: Franklin Reinstone Jr

Tara L. Thompson

Name: Tara L. Thompson

By: J.C. Demetree, Jr.

Name: J.C. Demetree, Jr.

Title: Manager

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 15th day of June, 2017, by J.C. Demetree, Jr. as manager of Ponte Vedra Square, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



Tara L. Thompson

Name: _____

Notary Public, State and County aforesaid

My Commission Expires: _____

Commission No.: _____

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"N&W"

NEAL AND WINTER, L.L.C., a Florida
limited liability company

Polly T Newstead
Name: Polly T Newstead

By: K. L. Neal

John S. Dussiv
Name: John S. Dussiv

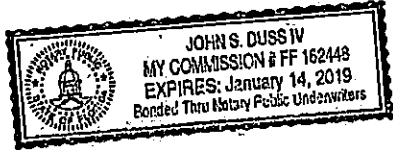
Name: Kevin L. Neal
Title: Manager

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing was acknowledged before me this 27th day of August, 2017, by Kevin L. Neal as Manager of Neal and Winter, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

John S. Dussiv
Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____



[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"MINI CENTER"

**PONTE VEDRA MINI CENTER, LLC, a
Florida limited liability company**

Tina Denton

Name: Tina Denton

Tracy Smith

Name: Tracy Smith

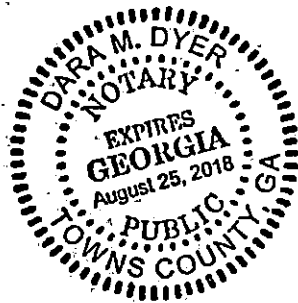
By: Brenda R. Collins

Brenda R. Collins
Sole Member and Manager

STATE OF Georgia

COUNTY OF TOWNS

The foregoing was acknowledged before me this 22 day of July, 2017, by Brenda R. Collins, as Sole Member and Manager of Ponte Vedra Mini Center, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced GA DL as identification:



Dara Dyer

Name: Dara Dyer

Notary Public, State and County aforesaid

My Commission Expires: Aug 25, 2018

Commission No.: _____

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"110 SOLANA CONDO"

**THE 110 SOLANA CONDOMINIUM
ASSOCIATION, INC.**, a Florida
corporation not for profit

[Signature]

Name: KELLY E. WILSON

[Signature]

Name: Shawn Unsworth

By: [Signature]

Name: Sydney A. Gervin

Title: Vice President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing was acknowledged before me this 20th day of July, 2017, by Sydney Gervin as Vice Pres. of The 110 Solana Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Signature]

Name: _____

Notary Public, State and County aforesaid

My Commission Expires: _____

Commission No.: _____




[Signatures continue on following pages.]

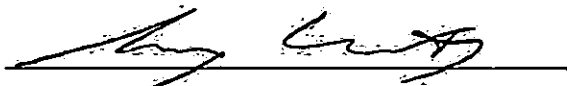
Signed, sealed and delivered
in the presence of:

"BUSINESS CENTER ASSOCIATION"

**THE PONTE VEDRA BUSINESS
CENTER ASSOCIATION, INC.,** a Florida
corporation not for profit


Name: KELLY E. WILSON

By: Ruth Wilson

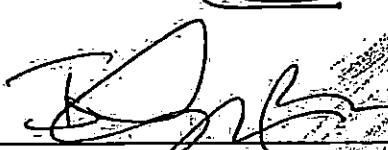

Name: Shawn Unsworth

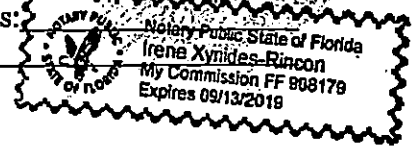
Name: RUTH WILSON
Title: President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing was acknowledged before me this 20th day of JULY, 2017, by Ruth Wilson as President of The Ponte Vedra Business Center Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me, or has produced _____ as identification.


Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____



[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"FIFTH THIRD"

FIFTH THIRD BANK, an Ohio banking
corporation

Susan M Klein

Name: Susan M Klein

Frank Carter

Name: Frank Carter

By: Bradley M Newman

Name: BRADLEY M. NEWMAN

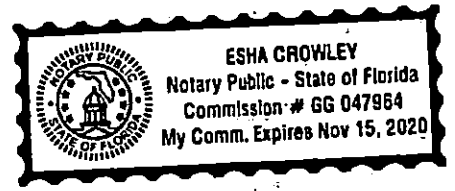
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 5th day of MAY, 2017, by BRADLEY M. NEWMAN as VICE PRESIDENT of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation, who is personally known to me or has produced LICENSE as identification.

Esha Crowley
Name: Esha Crowley
Notary Public, State and County aforesaid
My Commission Expires: AG 047964
Commission No.: NW 15 2020



[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

Julia A Fite

Name: JULIA FITE

KR

Name: KEVIN TACH

"FIFTH THIRD"

FIFTH THIRD BANK, an Ohio banking
corporation

By: Joe W. Hodge

Name: JOE W HODGE

Title: VP

STATE OF ~~FLORIDA~~ Ohio

COUNTY OF Hamilton

The foregoing was acknowledged before me this 4th day of May, 2017, by Joe W. Hodge, as VP of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Amie Lee Gum

Name: Amie Lee Gum

Notary Public, State and County aforesaid

My Commission Expires: Nov 6, 2020

Commission No.: _____



AMIE LEE GUM
Notary Public, State of Ohio
My Commission Expires
November 6, 2020

[Signatures continue on folio _____]

Signed, sealed and delivered
in the presence of:

"MERRILL LYNCH"

MERRILL LYNCH, PIERCE, FENNER
AND SMITH INCORPORATED, a
Delaware corporation

James Mosteller

Name: James Mosteller

Matthew Beachum

Name: Matthew Beachum

By: Sherry Cronan Watts

Name: Sherry Cronan Watts

Title: Attorney-in-Fact

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing was acknowledged before me this 12th day of July, 2017, by Sherry Cronan Watts, as Attorney-in-Fact of Merrill Lynch, Pierce, Fenner and Smith Incorporated, a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

DONNA D MONKS
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Apr. 21, 2019

Donna D. Monks
Name: DONNA D. MONKS
Notary Public, State and County aforesaid
My Commission Expires: 04.21.2019
Commission No.: _____

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"BAPTIST"

PAVILION HEALTH SERVICES, INC.,
a Florida corporation

[Signature]

Name: Scott Terry Parker

Ariette Sanchez

Name: Ariette Sanchez

By: [Signature]

Name: Scott Wooten

Title: CFO + VP

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 31 day of August, 2017, by Scott Wooten as CFO + VP of Pavilion Health Services, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced N/A as identification.



[Signature]
Name: Veronica Ann Farris
Notary Public, State and County aforesaid
My Commission Expires: 03/15/20
Commission No.: FF971501

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"VILLAGE OF SOLANO"

VILLAGE OF SOLANO, INC., a Florida
corporation not for profit

Terence K. Banning

Name: Terence K. Banning

Lisa M. Sullivan

Name: Lisa Sullivan

By: Jeffrey Young

Name: Jeffrey Young

Title: President

STATE OF FLORIDA

COUNTY OF Duval

The foregoing was acknowledged before me this 31st day of January, 2017, by Jeffrey Young, as President of Village of Solano, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Lisa M. Carmichael-Sullivan
Name: Lisa M. Carmichael-Sullivan
Notary Public, State and County aforesaid
My Commission Expires: 08.24.2018
Commission No.: FF 146886

[Signatures continue on following pages.]

Signed, sealed and delivered
in the presence of:

"ST. JOHNS COUNTY"

ST. JOHNS COUNTY

Name: _____

By: _____

Name: _____

Name: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this ___ day of _____, 2017, by _____, as _____ of St. Johns County, who is personally known to me or has produced _____ as identification.

Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No.: _____

[End of signature pages.]

EXHIBIT A

Legal Description of the Property

All of that part of Government Lot , Section 22, Township 3 South, Range 29 East, St. Johns County, Florida, lying Westerly of State Road No. 203 (A-1-A By-Pass, a 188.00' right-of-way) and part of Government Lot 12, lying in Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, lying Westerly of said State Road No. 203 and Southerly of Solano Road (a 60.00' right-of-way) being more particularly described as follows: Begin at the Southeast corner of said Government Lot 12; thence N. 89° 02' 18" E., along the Southerly line of said Government Lot 7, 238.91' to the Westerly right-of-way line of said State Road No. 203; thence N. 17° 57' 52" W., along said right-of-way line of State Road No. 203, 908.54' to the Point of a Curve of a curve concave Easterly and having a radius of 2952.93'; thence along and around said curve and along said right-of-way line of said State Road No. 203, an arc distance of 412.19', said arc being subtended by a chord bearing and distance of N. 13° 57' 56" W., 411.86' to its intersection with the Southerly right-of-way line of Solano Road; thence S. 88° 37' 10" W., along said Southerly right-of-way line of Solano Road, 457.34'; thence S. 01° 13' 06" E., 575.26'; thence S. 88° 37' 10" W., 757.22' to the Westerly line of said Government Lot 12; thence S. 01° 13' 06" E., along said Westerly line of Government Lot 12, 685.33' to the Southwest corner of said Government Lot 12; thence N. 89° 04' 02" E., along the Southerly line of Government Lot 12, 1328.32' to the Point of Beginning.

Lands thus described contain 30.08 acres, more or less.

TOGETHER WITH:

A portion of Government Lot 12, lying in Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Government Lot 12; thence S. 89° 04' 02" W., along a Southerly line of said Government Lot 12, 571.10'; thence N. 01° 13' 06" W., 691.24' to the Point of Beginning; thence S. 88° 37' 10" W., 757.22' to the Westerly line of said Government Lot 12; thence N. 01° 13' 06" W., along said Westerly line of Government Lot 12, 575.26' to the Southerly right-of-way line of Solano Road, a 60.00' right-of-way as now established; thence N. 88° 37' 10" E., along said Southerly right-of-way line of Solano Road, 757.22'; thence S. 01° 13' 06" E., 575.26' to the Point of Beginning.

Lands thus described contain 10.0 acres, more or less.

General Depiction of the Property



EXHIBIT B

Monument Sign

D/F MONUMENT

Winn-Dixie

11'-0"

7'-0"

2'-6"

1'-0"

PONTE VEDRA SQUARE

Winn-Dixie

GROUND LIGHTS

LED LIT:
TOP AND BOTTOM

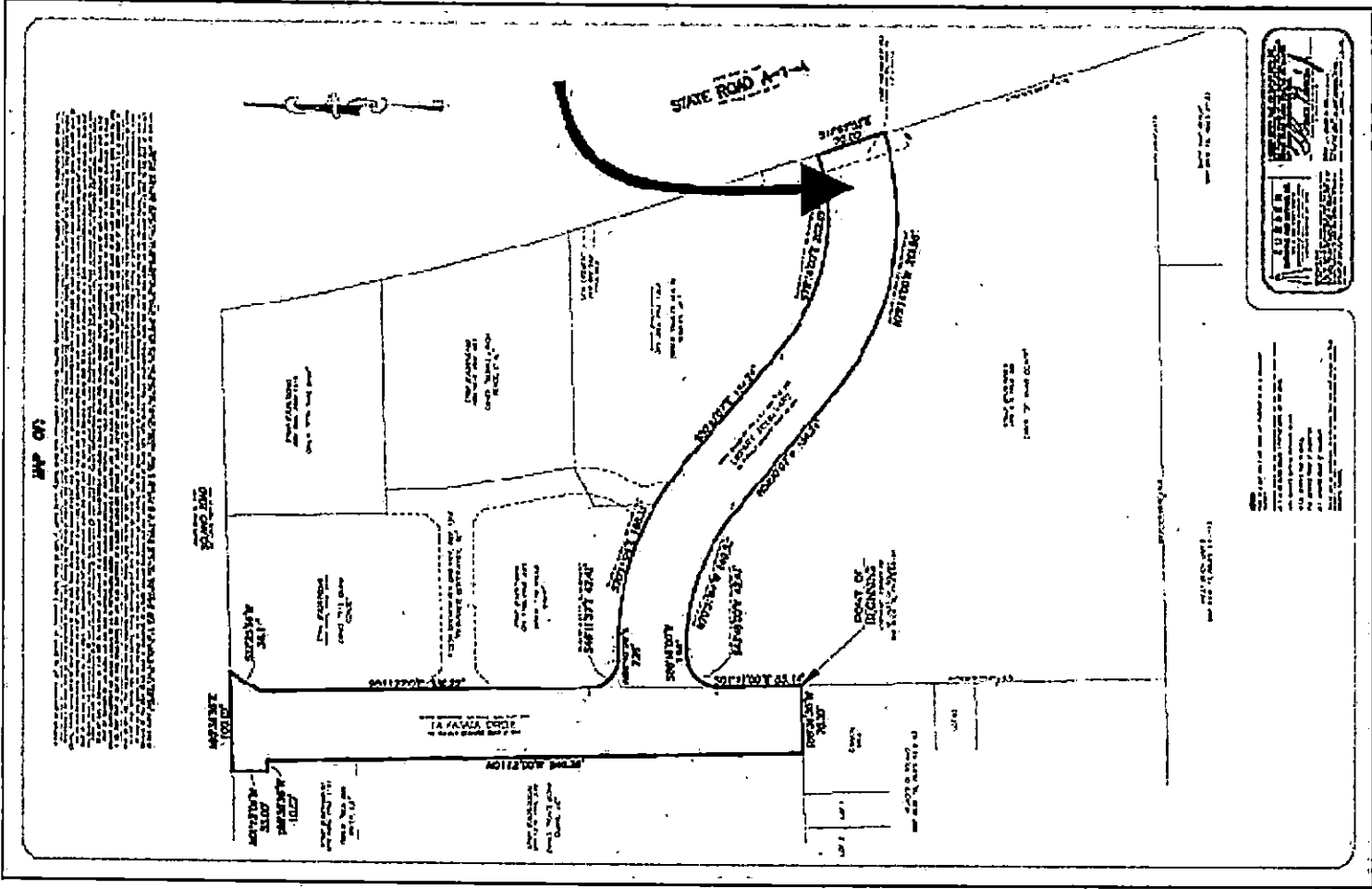
SIGN: D/F EXTERNALLY ILLUMINATED MONUMENT
FACES: ROUTED ALUMINUM FACES BACKED W/ ACRYLIC
BASE: BRICK BASE (TO MATCH BUILDING) BY OTHERS
 *MAXIMUM OAH IS 8'-0"
 *MAXIMUM SQ FT IS 32' SQ FT/FACE

CUSTOMER APPROVAL: DATE: _____ FILE LOCATION: **PL MARKETING DESIGN / CDR / W / WINN-DIXIE / PONTE VEDRA SQUARE.DWG**

<p>ENTERA Your total branding solution</p>	<p>Underwriters Laboratories Inc. L10771</p>	<small>THIS IS AN ORIGINAL UNPUBLISHED DRAWING. ANY REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF ENTERA IS PROHIBITED. IT IS THE USER'S RESPONSIBILITY TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. ENTERA ASSUMES NO LIABILITY FOR ANY DAMAGE OR LOSS OF PROFITS OR BUSINESS OPERATIONS CAUSED BY THE USE OF THIS DRAWING. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS.</small>		CLIENT: WINN-DIXIE	SCALE: 3/8" = 1'-0"	REV1: 12/08
		LOCATION: PONTE VEDRA SQUARE	DATE: 11.28.17	REV2: 12/08		
		DRAWN BY: ZM	DWG. NO.: PONTE VEDRA SQUARE	REV3: 12/08		
				REV4: 12/08		

EXHIBIT C

Monument Sign Location



ATTACHMENT 2
Section 125.37 (2017)
Exchange of County Property

MINUTES AND RECORDS
500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FL 32084

ACCT: 15634
AD# 0003003878-01
PO#

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

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says he/she is an Employee 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 HEARING in the matter of 202018 EXCHANGE OF COUNTY PROPERTY was published in said newspaper on 02/01/2018, 02/08/2018.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has 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 preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

NOTICE OF PROPOSED EXCHANGE OF COUNTY PROPERTY

On Tuesday, February 20, 2018, the Board of County Commissioners of St. Johns County, Florida, in the St. Johns County Auditorium, County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32086, will consider and may take action on a Resolution approving an exchange of real property pursuant to Section 125.37, Florida Statutes in connection with Library Boulevard and La Pasada Circle in Ponte Vedra.

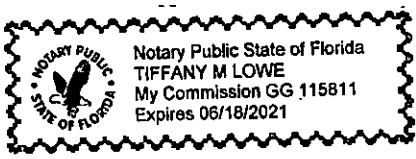
The legal descriptions and map of the property for the exchange are shown in the Exhibits of the Resolution which are available for inspection by the public in the Office of the Clerk of Courts, Ex-Officio Clerk to the Board of County Commissioners located in the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine, Florida.

NOTICE OF PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in these proceedings should contact ADA Coordinator, at 904-209-0650 or at the County Administration Building, 500 San Sebastian View, St. Augustine, Florida. For hearing impaired individuals: Florida Relay Service: 1-800-955-8770 no later than 5 days prior to the date of the meeting.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S CONRAD, ITS CLERK
By: Yvonne King, Deputy Clerk
0003003878 February 1, 8, 2018**

Sworn to and subscribed before me this _____ day of FEB 08 2018

by Jamie Williams who is personally known to me
or who has produced as identification



Tiffany M. Lowe
(Signature of Notary Public)

(Seal)