

**FIRST AMENDMENT TO THE
STATE INFRASTRUCTURE BANK LOAN AGREEMENT
BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION, CELEBRATION POINTE HOLDINGS, LLC, PATRICIA A.
SHIVELY, and ALACHUA COUNTY**

THIS FIRST AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT ("Amendment") is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("Department"), CELEBRATION POINTE HOLDINGS, LLC, a Florida limited liability company (the "Borrower"), PATRICIA A. SHIVELY (the "Guarantor"), and ALACHUA COUNTY, a political subdivision of the State of Florida (the "County"), and is effective as of the date last signed.

RECITALS

- A. The Department, the Borrower, the Guarantor, and the County entered into a State Infrastructure Bank Loan Agreement dated December 4, 2014 ("Original Agreement"), under which the Department made a loan to the Borrower in the amount of Twelve Million and 00/100 Dollars (\$12,000,000.00) (the "Loan") for the state capital outlay project described in the Original Agreement, consisting of all fixed capital outlay portions of the Celebration Pointe Boulevard project, a new 4-lane divided roadway with dedicated transit lanes, bike lanes and a multi-use path.
- B. The Borrower's obligation to repay the Loan is secured, in part, by a pledge of the one percent (1.0%) charge to be imposed on all taxable sales transactions initiated, consummated, conducted, transacted or otherwise occurring from or within the Land (the "Public User Fee"), as more particularly set forth in the Declaration of Covenants Imposing and Implementing the Celebration Pointe Public User Fee recorded by the Borrower, at Official Records Book 4317, Page 415 of the Public Records of Alachua County, Florida (the "PUF Covenant").
- C. The Borrower executed and delivered an Assignment, Pledge, and Security Agreement dated December 3, 2014, pledging the Public User Fee as collateral for the Loan.
- D. The Borrower has requested that the rights in and to the Public User Fee attributable to a portion of the real property subject to the PUF Covenant be released from the pledge of the Public User Fee under the Original Agreement and the lien of the Assignment, Pledge, and Security Agreement.
- E. The parties are willing to release the specified portion of the Public User Fee under the terms and conditions of this Amendment.

AGREEMENT

The parties agree as follows:

1. Section 1.01(16) of the Original Agreement is amended in its entirety to read:
(16) "Public User Fee" means the one percent (1.0%) charge to be imposed on all taxable sales transactions initiated, consummated, conducted, transacted or otherwise occurring from or within the Land, as more particularly set forth in the PUF Covenant, excluding those portions of the charge that are derived from taxable sales transactions transacted on the property described in Exhibit I (the "Bass Pro Parcel").
2. Section 1.01(16) of the Original Agreement is amended in its entirety to read:
(18) "SIB Security Agreement" means the Assignment, Pledge, and Security Agreement pledging the Public User Fee as the collateral, a copy of which is attached as Exhibit H, as modified by the Partial Termination of Assignment, Pledge, and Security Agreement attached as Exhibit J.
3. Exhibit I appended to this Amendment is incorporated into the Original Agreement.
4. Exhibit J appended to this Amendment is incorporated into the Original Agreement.
5. This Amendment may be executed in counterparts.
6. By executing this Amendment, the Guarantor consents to the release of the specified portion of the Public User Fee from the lien of the Loan and expressly acknowledges and agrees that nothing in this Amendment, or the Partial Termination of Assignment, Pledge, and Security Agreement, shall be construed in any way as relieving the Guarantor of any of her obligations under the Original Agreement.
7. Other than as expressly stated in this Amendment, the terms and conditions of the Original Agreement remain in full force and effect.

[signatures on following page]

The parties have executed this Amendment on the date(s) below:

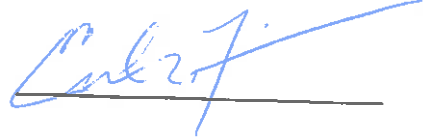
DEPARTMENT:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:


Michael J. Dew, Secretary

Legal Review (Department):



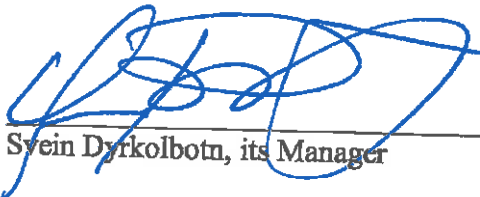
BORROWER:

CELEBRATION POINTE HOLDINGS, LLC,
a Florida limited liability company

By: SHD-CELEBRATION POINTE, LLC,
a Florida limited liability company, its
Manager

GUARANTOR:

By:


Svein Dyrkolbotn, its Manager


Patricia A. Shively

COUNTY:

ALACHUA COUNTY, FLORIDA

By:



Chair

Board of County Commissioners

ATTEST:


J. K. Irby, Clerk

APPROVED AS TO FORM

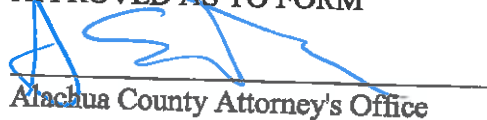

Alachua County Attorney's Office

Exhibit I
Description of the "Bass Pro Parcel"



FLOWERS SURVEYING
AND MAPPING INC
207 SE CONDOR GLEN
HIGH SPRINGS, FL 32643
(386) 454-8147

LAND SURVEYORS

CELEBRATION POINTE

BASS PRO BOAT STORAGE PARCEL

MARCH 21, 2016

Legal Description:

A PARCEL OF LAND BEING A PORTION OF THE NORTH 7.75 CHAINS OF THE EAST 10 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°58'22" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1643.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 490.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 114.46 FEET, THROUGH A CENTRAL ANGLE OF 13°23'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 13°44'21" WEST, 114.20 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 69°34'09" WEST, A DISTANCE OF 2.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 488.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.33 FEET, THROUGH A CENTRAL ANGLE OF 08°15'26", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 24°33'34" WEST, 70.27 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 28°41'17" WEST, A DISTANCE OF 388.61 FEET TO THE SOUTH LINE OF THE NORTH 7.75 CHAINS OF THE EAST 10 CHAINS OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 15; THENCE RUN NORTH 89°54'13" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 6.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'13" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 183.93 FEET; THENCE RUN NORTH 32°38'42" WEST, A DISTANCE OF 440.77 FEET TO THE WEST LINE OF SAID NORTH 7.75 CHAINS OF THE EAST 10 CHAINS OF THE SE 1/4 OF SECTION 15; THENCE RUN NORTH 00°55'31" WEST, ALONG SAID WEST LINE, A DISTANCE OF 94.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 332.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 286.57 FEET, THROUGH A CENTRAL ANGLE OF 49°27'20", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 57°22'22" EAST, 277.76 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 32°38'42" EAST, A DISTANCE OF 119.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2467.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 169.34 FEET, THROUGH A CENTRAL ANGLE OF 03°55'59", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 30°40'43" EAST, 169.31 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 28°42'45" EAST, A DISTANCE OF 79.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.91 ACRES, MORE OR LESS.



FLOWERS SURVEYING
AND MAPPING INC
207 SE CONDOR GLEN
HIGH SPRINGS, FL 32643
(386) 454-8147

LAND SURVEYORS

14.45 TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 162.50 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.06 FEET, THROUGH A CENTRAL ANGLE OF $63^{\circ}29'19''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $86^{\circ}58'06''$ WEST, 170.99 FEET TO THE END OF SAID CURVE; THENCE RUN DUE WEST, A DISTANCE OF 115.65 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 15.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.93 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $45^{\circ}00'00''$ WEST, 3.54 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE WEST, A DISTANCE OF 7.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 24.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.01 FEET, THROUGH A CENTRAL ANGLE OF $32^{\circ}45'19''$, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH $73^{\circ}37'21''$ WEST, 13.82 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $57^{\circ}14'41''$ WEST, A DISTANCE OF 111.73 FEET; THENCE RUN NORTH $32^{\circ}45'19''$ WEST, A DISTANCE OF 17.25 FEET; THENCE RUN DUE WEST, A DISTANCE OF 124.07 FEET; THENCE RUN SOUTH $45^{\circ}08'55''$ WEST, A DISTANCE OF 45.83 FEET; THENCE RUN NORTH $89^{\circ}51'05''$ WEST, A DISTANCE OF 25.46 FEET; THENCE RUN NORTH $44^{\circ}51'05''$ WEST, A DISTANCE OF 42.00 FEET; THENCE RUN SOUTH $45^{\circ}08'55''$ WEST, A DISTANCE OF 81.51 FEET; THENCE RUN SOUTH $84^{\circ}47'14''$ WEST, A DISTANCE OF 28.22 FEET; THENCE RUN NORTH $44^{\circ}51'05''$ WEST, A DISTANCE OF 163.44 FEET TO THE SOUTHEASTERLY LINE OF A 100 FOOT WIDE POWER LINE EASEMENT; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTHEASTERLY LINE: (1) NORTH $44^{\circ}57'38''$ EAST, A DISTANCE OF 83.34 FEET; (2) NORTH $45^{\circ}11'50''$ EAST, A DISTANCE OF 479.62 FEET; (3) NORTH $45^{\circ}07'21''$ EAST, A DISTANCE OF 507.13 FEET TO THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 75; THENCE RUN SOUTH $32^{\circ}39'55''$ EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 864.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.77 ACRES, MORE OR LESS.

Exhibit J
Partial Termination of Assignment, Pledge, and Security Agreement

Prepared By:
Holden, Carpenter & Roscow, PL
5608 NW 43rd Street
Gainesville, Florida, 32653

PARTIAL TERMINATION OF ASSIGNMENT PLEDGE AND SECURITY AGREEMENT

This Partial Termination of Assignment Pledge and Security Agreement (the "Agreement") is entered into as of 19 July, 2017, (the "Effective Date") by and among CELEBRATION POINTE HOLDINGS, LLC, a Florida limited liability company (the "Borrower"), and THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") (the "Lender"). Borrower and Lender are sometimes hereafter referred to as, Individually, (a) "Party", and collectively as the "Parties".

RECITALS:

A. The County of Alachua, Florida, a political subdivision of the State of Florida ("County"), adopted a Development Order ("Development Order") relating to development of a mixed use development commonly referred to as CELEBRATION POINTE (the "Project") upon the land located in Alachua County, Florida, legally described on **Exhibit "A"**, attached hereto and hereby made a part hereof ("Land"), which has been agreed to by Borrower, as the Owner of the Land.

B. As part of the Project, Borrower committed to construct an overpass over Interstate 75 (the "Overpass"). FDOT agreed to fund the construction of the Overpass with a loan in the amount of Twelve Million (\$12,000,000.00) Dollars made by FDOT to the Borrower from the FDOT State Infrastructure Bank pursuant to the State Infrastructure Bank Loan Agreement dated December 4, 2014 (the "SIB Loan") and, as a condition of such Loan required Borrower to pledge and grant a Security Interest in the Public User Fee (as hereinafter defined) as Collateral for the SIB Loan.

C. The Borrower, as Owner of the Land, recorded a Declaration of Covenants, Imposing and Implementing the Celebration Pointe Public User Fee ("PUF") at Official Records Book 4317, Page 415 of the Public Records of Alachua County, Florida. The PUF Covenant imposes a private fee (the "Public User Fee") or collectively ("Public User Fees") equal to one percent (1%) of the transaction total to be imposed on all taxable sales transactions initiated, consummated, conducted, transacted or otherwise occurring from or within the Land, as more particularly set forth in the PUF Covenant.

D. Under the terms of the PUF Covenant, the Borrower had the right to pledge the Public User Fee revenues in accordance with the terms of the PUF Covenant to secure the repayment of costs associated with the construction of public infrastructure improvements, including the Overpass.

E. FDOT accepted a Pledge of Borrower's rights in and to the Public User Fee and all

revenues generated by the Public User Fee as security for Borrower's performance of its obligations under the SIB Loan as more particularly set forth in the State Infrastructure Bank Loan Agreement between FDOT, as Lender and the Borrower (the "SIB Loan Agreement").

F. Borrower has requested from FDOT that a portion of the Land, which is described on **Exhibit "B"** attached hereto, and by this reference incorporated herein (the "Bass Pro Parcel") be released from the lien of the Assignment, Pledge and Security Agreement.

G. The parties desire to partially terminate the Assignment, Pledge and Security Agreement with respect to that portion of the Assigned Public User Fee that is applicable to the Bass Pro Parcel, and Borrower desires to reaffirm Borrower's obligations under the Assignment, Pledge and Security Agreement held by FDOT as modified by the Partial Release of the Pledged Public User Fee related to the Bass Pro Parcel.

NOW THEREFORE, in consideration of the foregoing Recitals, the truth and correctness of which are hereby confirmed by Borrower, and for other good and valuable consideration the receipt of which are hereby acknowledged, Borrower and FDOT hereby agree as follows:

1. Definitions. Any capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the SIB Loan Agreement.

2. Partial Termination of Assignment, Pledge and Security Agreement. The purpose of this Agreement is to partially cancel and release from the Assignment, Pledge and Security Agreement (the "Pledge Agreement") that portion of the assigned Public User Fee that is applicable to the Bass Pro Parcel, and release from the lien, operating and effect of, and to partially terminate, cancel and surrender the, Pledge Agreement given by Borrower to Lender dated as of December 4, 2014, as evidenced by that certain Uniform Commercial Code Financing Statement filed in the Florida Secured Transactions Registry, State of Florida, under file #201402780778, and also recorded in Official Records Book 4318, Page 2274 of the Public Records of Alachua County, Florida. As of the Effective Date, the Pledge Agreement is hereby partially terminated and shall no longer be of any further force and effect with respect to the Public User Fee applicable to the Bass Pro Parcel, and all duties and liabilities of the Parties under the Pledge Agreement as related to the Bass Pro Parcel are hereby extinguished.

3. Release of Security Interest. Notwithstanding anything to the contrary in the Pledge Agreement, FDOT: (a) acknowledges and agrees that the Assignment, the Lien and the Security Interest created under the Pledge Agreement with respect to the Public User Fee applicable to the Bass Pro Parcel is hereby terminated and cancelled and shall no longer be of any further force and effect; and (b) shall promptly execute and deliver to Borrower all such documents and instruments reasonably requested by Borrower as shall be necessary to evidence such termination and cancellation of the Assignment, the Lien, and the Security Interest granted to FDOT thereunder with respect to the Public User Fee applicable to the Bass Pro Parcel. Notwithstanding anything contained herein to the contrary, this Agreement does not constitute

the release, novation or extinguishment of the debt previously secured by the Pledge Agreement, and except for the Partial Release as more particularly set forth herein, the terms and provisions of the Pledge Agreement shall remain binding and in full force and effect without modification.

4. Amendment and Reaffirmation of Guaranty. Notwithstanding anything to the contrary as set forth in any of the Loan Documents related to the FDOT Loan to Borrower or to the Public User Fee, the parties acknowledge and agree that the Loan is no longer secured by that portion of the Pledge Agreement that is applicable to the Bass Pro Parcel, but otherwise the Loan Documents related to said Loan and the Public User Fee remain in full force and effect as to all other properties within the Project. Borrower hereby reaffirms, ratifies, acknowledges and agrees to be bound by all of the terms of the Loan Documents and the PUF Covenant as the same may be amended or modified hereby. Except as herein expressly modified or amended, all of the terms and conditions of the Loan Documents and the PUF Covenant are hereby ratified, affirmed and approved by Borrower.

5. Successors and Assigns. This Agreement shall be binding upon and enure to the Benefit of the parties and their respective heirs, successors and assigns, whether voluntary by act of the parties or involuntary by operation of Law.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the Laws of Conflicts), of the State of Florida and all applicable laws of the United States of America.

7. Miscellaneous. This Agreement constitutes the entire agreement concerning this subject matter and supersedes any prior or contemporaneous representation or agreements not contained herein concerning the subject matter of this Agreement. The paragraph headings used herein are for convenience only and shall not be used to interpret any term hereof.

8. Counterparts. This Agreement may be executed in any number of separate counterparts including facsimile counterparts, each of which shall, collectively and separately, constitute one agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower and FDOT have caused this Agreement to be executed as of the date setforth above.

Witnesses:

Rita D. Worley
Name: Rita D. Worley

Carol W. Overacker
Name: CAROL W. OVERACKER

BORROWER:

CELEBRATION POINTE HOLDINGS,
LLC, a Florida limited liability company
BY: SHD-Celebration Pointe, LLC,
A Florida limited liability company,
Its Manager

By:

Svein H. Dykholbom, its Manager

FLORIDA DEPARTMENT OF TRANSPORTATION

State of Florida Department
of Transportation

By:

[Signature]

Its Secretary

LEGAL REVIEW(Department):

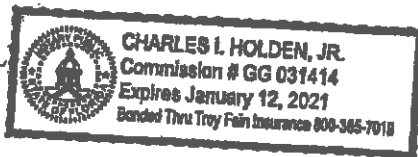
By:

Its

STATE OF FLORIDA §
 §
COUNTY OF ALACHUA §

This instrument was ACKNOWLEDGED before me on June 16, 2017, by SVEIN DYRKOLBOTN, as Manager of SHD-CELEBRATION POINTE, LLC, a Florida limited liability company, the Manager of CELEBRATION POINTE HOLDINGS, LLC, a Florida limited liability company, on behalf of said Florida limited liability company, who is personally known to me or produced a _____ driver's license as identification.

[SEAL]



My Commission Expires:

A handwritten signature in cursive script, appearing to read "Charles I. Holden, Jr.", written over a horizontal line.

Notary Public, State of Florida


A handwritten version of the name "Charles I. Holden, Jr." in a semi-cursive script, written over a horizontal line.


Printed Name of Notary Public

[signatures continuing on the following page]

[signatures continuing from the previous page]


Witnesses:


Print Name: Kisha Grann-Hall


Print Name: Beth P. Lee

LENDER:

**THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
("FDOT")**

By: 
Name: Mike Dew
Title: Its Secretary

STATE OF FLORIDA §
 Leon §
COUNTY OF ~~ALACHUA~~ §

This instrument was ACKNOWLEDGED before me on July 18, 2017, by
Mike Dew, as Secretary of **THE STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION**, who is personally known to me or produced a
Driver's license as identification.

[S E A L]



JENNIFER L. PARFITT
MY COMMISSION # FF 005193
EXPIRES: August 4, 2017
Bonded Thru Budget Notary Services


Notary Public, State of Florida

My Commission Expires:

Jennifer L. Parfitt
Printed Name of Notary Public

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°58'56" WEST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 923.35 FEET TO THE INTERSECTION WITH THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45th STREET (PER MAINTENANCE MAP BOOK 2, PAGES 19-25)(RIGHT OF WAY WIDTH VARIES); THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 31°35'14" WEST, A DISTANCE OF 327.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 300.00 FEET; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 149.39 FEET THROUGH A CENTRAL ANGLE OF 28°31'54", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 17°15'19" WEST, 147.85 FEET TO THE END OF SAID CURVE; (3) NORTH 02°59'19" WEST, A DISTANCE OF 637.77 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 86°27'14" WEST, A DISTANCE OF 238.89 FEET; THENCE RUN SOUTH 89°08'40" WEST, A DISTANCE OF 85.60 FEET; THENCE RUN SOUTH 85°54'44" WEST, A DISTANCE OF 302.44 FEET; THENCE RUN SOUTH 87°38'23" WEST, A DISTANCE OF 48.53 FEET; THENCE RUN SOUTH 88°53'02" WEST, A DISTANCE OF 44.00 FEET; THENCE RUN NORTH 01°41'11" WEST, A DISTANCE OF 521.74 FEET; THENCE RUN SOUTH 88°25'19" WEST, A DISTANCE OF 1346.43 FEET TO THE EAST LINE OF THE LAKE KANAPAH PARCEL; THENCE RUN THE FOLLOWING THIRTEEN (13) COURSES ALONG SAID LAKE KANAPAH PARCEL BOUNDARY: (1) NORTH 00°25'02" EAST, A DISTANCE OF 940.90 FEET; (2) NORTH 21°16'05" EAST, A DISTANCE OF 112.29 FEET; (3) NORTH 00°43'49" WEST, A DISTANCE OF 330.00 FEET; (4) SOUTH 89°16'11" WEST, A DISTANCE OF 33.37 FEET; (5) NORTH 00°21'06" EAST, A DISTANCE OF 580.62 FEET; (6) NORTH 76°07'00" EAST, A DISTANCE OF 24.19 FEET; (7) SOUTH 89°20'53" EAST, A DISTANCE OF 18.48 FEET; (8) NORTH 77° 51'27" EAST, A DISTANCE OF 17.67 FEET; (9) NORTH 00° 21'55" EAST, A DISTANCE OF 610.74 FEET; (10) NORTH 09°17'01" EAST, A DISTANCE OF 731.07 FEET; (11) SOUTH 89°18'21" WEST, A DISTANCE OF 113.36 FEET; (12) NORTH 00° 21'55" EAST, A DISTANCE OF 494.26 FEET; (13) SOUTH 89°16'11" WEST, A DISTANCE OF 2198.22 FEET TO THE BOUNDARY OF SPLIT ROCK PARK; THENCE RUN NORTH 00°32'40" WEST, ALONG SAID BOUNDARY, A DISTANCE OF 761.70 FEET; THENCE RUN NORTH 89°17'18" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 2680.57 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 75 (A 300 FOOT LIMITED ACCESS RIGHT OF WAY); THENCE RUN SOUTH 32°39'55" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2680.85 FEET; THENCE RUN SOUTH 32°40'19" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 567.74 FEET;

THENCE RUN SOUTH 89°20'04" WEST, A DISTANCE OF 351.16 FEET TO THE AFOREMENTIONED EASTERLY MAINTAINED RIGHT OF WAY LINE OF S.W. 45TH STREET; THENCE RUN THE FOLLOWING EIGHT (8) COURSES ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY LINE: (1) SOUTH 00°41'38" EAST, A DISTANCE OF 664.45 FEET; (2) SOUTH 88°49'40" WEST, A DISTANCE OF 1.69 FEET; (3) SOUTH 00°53'53" EAST, A DISTANCE OF 704.25 FEET; (4) SOUTH 38°40'43" EAST, A DISTANCE OF 109.72 FEET; (5) SOUTH 00°53'53" EAST, A DISTANCE OF 50.82 FEET; (6) SOUTH 00°09'49" WEST, A DISTANCE OF 313.71 FEET; (7) SOUTH 89°46'35" EAST, A DISTANCE OF 8.63 FEET; (8) SOUTH 02°59'19" EAST, A DISTANCE OF 443.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 212.44 ACRES, MORE OR LESS.



FLOWERS SURVEYING
AND MAPPING INC
207 SE CONDOR GLEN
HIGH SPRINGS, FL 32643
(386) 454-8147

EXHIBIT "B"

LAND SURVEYORS

CELEBRATION POINTE

BASS PRO BOAT STORAGE PARCEL

MARCH 21, 2016

Legal Description:

A PARCEL OF LAND BEING A PORTION OF THE NORTH 7.75 CHAINS OF THE EAST 10 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°58'22" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1643.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 490.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 114.46 FEET, THROUGH A CENTRAL ANGLE OF 13°23'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 13°44'21" WEST, 114.20 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 69°34'09" WEST, A DISTANCE OF 2.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 488.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.33 FEET, THROUGH A CENTRAL ANGLE OF 08°15'26", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 24°33'34" WEST, 70.27 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 28°41'17" WEST, A DISTANCE OF 388.61 FEET TO THE SOUTH LINE OF THE NORTH 7.75 CHAINS OF THE EAST 10 CHAINS OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 15; THENCE RUN NORTH 89°54'13" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 6.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'13" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 183.93 FEET; THENCE RUN NORTH 32°38'42" WEST, A DISTANCE OF 440.77 FEET TO THE WEST LINE OF SAID NORTH 7.75 CHAINS OF THE EAST 10 CHAINS OF THE SE 1/4 OF SECTION 15; THENCE RUN NORTH 00°55'31" WEST, ALONG SAID WEST LINE, A DISTANCE OF 94.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 332.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 286.57 FEET, THROUGH A CENTRAL ANGLE OF 49°27'20", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 57°22'22" EAST, 277.76 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 32°38'42" EAST, A DISTANCE OF 119.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2467.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 169.34 FEET, THROUGH A CENTRAL ANGLE OF 03°55'59", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 30°40'43" EAST, 169.31 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 28°42'45" EAST, A DISTANCE OF 79.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.91 ACRES, MORE OR LESS.



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14.45 TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 162.50 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.06 FEET, THROUGH A CENTRAL ANGLE OF 63°29'19", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 86°58'06" WEST, 170.99 FEET TO THE END OF SAID CURVE; THENCE RUN DUE WEST, A DISTANCE OF 115.65 FEET; THENCE RUN DUE NORTH, A DISTANCE OF 15.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.93 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 3.54 FEET TO THE POINT OF TANGENCY; THENCE RUN DUE WEST, A DISTANCE OF 7.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 24.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.01 FEET, THROUGH A CENTRAL ANGLE OF 32°45'19", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 73°37'21" WEST, 13.82 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 57°14'41" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN NORTH 32°45'19" WEST, A DISTANCE OF 17.25 FEET; THENCE RUN DUE WEST, A DISTANCE OF 124.07 FEET; THENCE RUN SOUTH 45°08'55" WEST, A DISTANCE OF 45.83 FEET; THENCE RUN NORTH 89°51'05" WEST, A DISTANCE OF 25.46 FEET; THENCE RUN NORTH 44°51'05" WEST, A DISTANCE OF 42.00 FEET; THENCE RUN SOUTH 45°08'55" WEST, A DISTANCE OF 81.51 FEET; THENCE RUN SOUTH 84°47'14" WEST, A DISTANCE OF 28.22 FEET; THENCE RUN NORTH 44°51'05" WEST, A DISTANCE OF 163.44 FEET TO THE SOUTHEASTERLY LINE OF A 100 FOOT WIDE POWER LINE EASEMENT; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTHEASTERLY LINE: (1) NORTH 44°57'38" EAST, A DISTANCE OF 83.34 FEET; (2) NORTH 45°11'50" EAST, A DISTANCE OF 479.62 FEET; (3) NORTH 45°07'21" EAST, A DISTANCE OF 507.13 FEET TO THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 75; THENCE RUN SOUTH 32°39'55" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 864.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.77 ACRES, MORE OR LESS.