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Frances E. Higgins

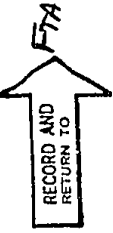
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VERIFIED
MARION COUNTY, FL

BY *F. Higgins* DC

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OPERATION AND EASEMENT AGREEMENT

THIS AGREEMENT ("OEA") is made and entered into as of the 24th day of March 1993, between DAYTON HUDSON CORPORATION, a Minnesota corporation ("Target") and OCALA MANUFACTURING COMPANY (not Inc.,) ("Developer"), a Florida general partnership, P. O. Box 1148, Ocala, Florida 34478. Target and Developer are collectively called "Parties", and each is a "Party".

WITNESSETH

WHEREAS, Target is the owner of a certain tract of land described in Exhibit A attached hereto and identified as the "Target Tract" on Exhibit X (the "Site Plan") attached hereto; and

WHEREAS, Developer is the owner of a certain tract of land described in Exhibit B attached hereto and identified as the "Developer Tract" on the Site Plan consisting of three (3) individual Tracts identified on the Site Plan as "Outparcel 1", "Outparcel 2", and "Outparcel 3"; and

WHEREAS, the Target Tract and the Developer Tract (collectively the "Shopping Center") are contiguous and adjacent as shown on the Site Plan; and

WHEREAS, the signatories hereto intend to develop and operate their respective Tracts and desire to enter into certain covenants and agreements and to grant to each other certain reciprocal easements, in, to, over, and across their respective Tracts.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the parties understanding, it is agreed as follows:

BR 191 PG 0144

ARTICLE I
EASEMENTS

RECORDED
INDEXED
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STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
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Ingress, Egress, and Parking.

During the term of this OEA each Party (the "grantor") hereby grants and conveys to each other Party (the "grantee") for its use and for the use of its Permittees, in common with others entitled to use the same, (i) a non-exclusive easement for the passage of vehicles over and across the parking and driveway areas of the Tract owned by the grantor ("grantor's Tract") as the same may from time to time be constructed and maintained for such use, (ii) a non-exclusive easement for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the grantor's Tract as the same may from time to time be constructed and maintained for such use, (iii) a non-exclusive easement for the passage of vehicles and pedestrians over and across those portions of the roadways located on the grantor's tract as shown on Exhibit X, as such roadways may from time to time be constituted, and (iv) a non-exclusive easement for the parking of automobiles on the areas of the Grantor's Tract designated for parking from time to time. Such easement rights shall be subject to the following reservations as well as other provisions contained in this OEA:

- (i) Except for situations specifically provided for in the following subparagraphs, no fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the easement areas; provided, however, that the foregoing provision shall not prohibit the installation of convenience facilities (such as mailboxes, public telephones, benches or public transportation shelters),

of landscaping, berms or planters, nor of limited curbing and other forms of traffic controls.

(ii) In connection with any construction, reconstruction, repair or maintenance on its Tract, each Party reserves the right to create a temporary staging and/or storage area in the common area on its Tract at such location as will not unreasonably interfere with access between such Tract and the other areas of the Shopping Center.

(iii) Each Party further reserves the right to close off its portion of the common area for such reasonable period of time as may be legally necessary, in the opinion of such Party's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the common area, as herein provided, such Party shall give written notice to each other Party of its intention to do so, and shall attempt to coordinate such closing with each other Party so that no unreasonable interference in the passage of pedestrians or vehicles shall occur;

(iv) Each Party reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using its common area.

(v) As used herein, the term "common area" shall refer to that portion of each Tract not developed at the time with building improvements.

ARTICLE II PARKING AND BUILDINGS

A. The parking area on each Tract and in the case of an Outparcel, each Outparcel, shall contain sufficient ground level,

parking spaces in order to comply with the following minimum requirements:

(i) five (5.0) parking spaces for each one thousand (1,000) square feet of floor area contained within the building located on such tract or Outparcel;

(ii) if a business use contains a drive-up unit (such as remote banking teller or food ordering/dispensing facility), then there shall also be created space for stacking not less than five (5) automobiles for each drive-up unit; and

(iii) for each single restaurant which has five thousand (5,000) square feet of floor area or less, then five (5) additional parking spaces for each one thousand (1,000) square feet of floor area devoted to such use; or

(iv) for each single restaurant which have five thousand (5,000) square feet of floor area or more, then ten (10) additional parking spaces for each one thousand (1,000) square feet of Floor Area devoted to such use;

provided however, if a restaurant is operated incidentally to the main business operation (incidental operation shall mean occupying less than 10% of the occupant's floor area), then the floor area attributable to such restaurant shall be excluded from the application of (iii) and (iv) above.

B. The foregoing requirements as well as all governmental rules, regulations, and/or ordinances relating to parking requirements shall be satisfied throughout the term of this OEA and without reliance on the parking spaces that may be available on another Tract. Handicapped car and/or compact car parking spaces may be located only in accordance with guidelines published from

time to time by the State of Florida and the Federal Government. In the event of a condemnation of part of a Tract or sale or transfer in lieu thereof that reduces the number of usable parking spaces below that which is required herein, the Party whose Tract is so affected shall use its best efforts (including using proceeds from the condemnation award or settlement) to restore and/or substitute parking spaces in order to comply with the parking requirements set forth above. If such compliance is not possible, such Party shall not be deemed in default hereunder, but shall not be permitted to expand the amount of floor area located upon its Tract. If such floor area is thereafter reduced, then it may not be subsequently increased unless the parking requirement is satisfied.

C. The Parties agree that all employees of Target and/or Developer, or any tenant or person, firm or corporation claiming a right of occupancy of any part of any building within the Shopping Center, shall cause their respective employees to park their automobiles only on the Tract or Outparcel where such individual is actually employed, and not on any other Tract or Outparcel. In the event any Owner, or tenant of such Owner, shall cause construction to be done on its Tract or Outparcel, such constructing Owner shall cause its contractors and their employees to park their automobiles only on the Tract or Outparcel owned by the constructing Party.

D. The Parties hereby agree that all buildings located within the Tract owned by Developer shall not exceed twenty four (24) feet measured from the upper edge of the floor slab to the highest portion of the building being measured provided that such height shall not include mechanical equipment installed on the roof of such building.

ARTICLE III
MAINTENANCE AND REPAIR
TAXES

A. Each Party shall, at all times and at its sole cost and expense, maintain its Tract and any buildings, signs and/or other improvements thereon in a first class manner.

B. Each Party shall, at all times and at its sole cost and expense, pay all real estate taxes, levies, and assessments placed of record against its Tract.

ARTICLE IV
OPERATION OF THE TRACTS

4.1 Uses.

A. No part of either Tract shall be used for other than retail sales or retail services, restaurants or commercial purposes as found in similar first class retail shopping centers in the Orlando-Ocala area. Retail service uses shall include financial institutions, real estate and stock brokerage offices, travel or insurance agencies and similar uses providing services directly to the public for retail fees.

B. No use shall be permitted on either Tract which is inconsistent with the operation of a first-class retail shopping center in the general Orlando-Ocala area. Without limiting the generality of the foregoing, the following uses shall not be permitted:

- (i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building;

(ii) Any operation primarily used as a warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

(iii) Any "second hand" store or "surplus" store".

(iv) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

(v) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors and/or dumpsters located near the rear of any building which will be screened from public view);

(vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vii) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to on-site service oriented to pick up and delivery by the ultimate consumer, including nominal supporting facilities, as the same may be found in retail shopping districts in the metropolitan area where the Shopping Center is located;

(viii) Subject to the provisions of Subsection D of this Section 4.1, any automobile, truck, trailer or recreational vehicles sales, leasing, display or repair;

(ix) Any bowling alley;

(x) Any skating rink;

- (xi) Any living quarters, sleeping apartments, or lodging rooms;
- (xii) Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops);
- (xiii) Any mortuary;
- (xiv) Any establishment selling or exhibiting pornographic materials;
- (xv) Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds sixty percent (60%) of the gross revenues of such business;
- (xvi) intentionally not used;
- (xvii) Any theater;
- (xviii) Any flea market, amusement or video arcade, pool or billiard hall, car wash, or dance hall;
- (xix) Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business;

(xx) Applicable to only those portions of the Developer Tract any health spa, fitness center or workout facility.

C. The name "Target" shall not be used to identify any business or trade conducted on the Developer Tract.

D. Notwithstanding anything else in this OEA to the contrary, Developer reserves the right to utilize Outparcel 3 for automobile, truck, trailer or recreational vehicle sales, leasing, display or repair, provided, however, in the event Developer shall elect to maintain any such use on Outparcel 3, then in that event the easements for cross parking created for the benefit of Outparcel 3 found in Article I hereof shall be null and void during the time Outparcel 3 is used for automobile, truck, trailer or recreational vehicle sales, leasing, display or repair, and all customers, employees, invitees, agents and other persons claiming by, through, or under the Owner of Outparcel 3 shall park their automobiles only on Outparcel 3.

ARTICLE V
MISCELLANEOUS

5.1 Notices.

All notices, demands, statements, and requests (collectively the "notice") required or permitted to be given under this OEA must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the notice is addressed or if such person is not available the date such notice is left at the address of the person to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested; (iii) on the date the notice is delivered by a courier

service (including Federal Express, Express Mail, Emery or similar operation) to the address of the person to whom it is directed, provided it is sent prepaid, return receipt requested; and (iv) on the date the notice is delivered by telecopier transmission if the original of such transmission is sent by a method described in (ii) or (iii) above within one (1) day of such transmission. The address of the signatories to this OEA is set forth below.

Target: Dayton Hudson Corporation
Target Stores-Real Estate
Attn: Property Administration
33 S. Sixth Street
Minneapolis, MN 55402

Developer: Ocala Manufacturing Company
c/o Winston & James Bailey
P. O. Box 698
Ocala, Florida 34478

copy: Ayres, Cluster, Curry, McCall & Briggs
Box 1148
Ocala, Florida 34478
Attn: Landis Curry, Jr.

Each Person shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be delivered. Refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

5.2 Binding Effect. The terms of this OEA and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Parties hereunder. This OEA is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

5.3 Negation of Partnership. None of the terms or provisions of this OEA shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

5.4 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Tract or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

5.5 Severability. Invalidation of any of the provisions contained in this OEA, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

5.6 Amendments. This OEA may be amended by, and only by, a written agreement signed by all of the then current Parties and shall be effective only when recorded in Marion County, Florida.

No consent to the amendment of this OEA shall ever be required of any Occupant or Person other than the Parties, nor shall any Occupant or Person other than the Parties have any right to enforce any of the provisions hereof.

ARTICLE VI

TERM

6.1 Term of this OEA. This OEA shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2050. Upon termination of this OEA, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of the OEA, except as relates to the permanent perpetual easements shall terminate and have no further force or effect; provided, however, that the termination of this OEA shall not limit or affect any remedy at law or in equity that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this OEA prior to the date of such termination.

IN WITNESS WHEREOF, the Parties have caused this OEA to be executed effective as of the day and year first above written.

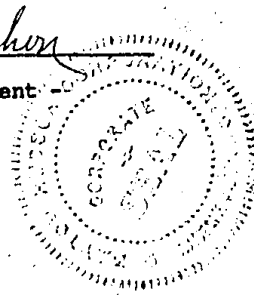
ATTEST:

By William P. Hise
William P. Hise
Assistant Secretary

DAYTON HUDSON CORPORATION,
a Minnesota corporation

By Bob McMahon
Bob McMahon
Sr. Vice President
Target Stores

(CORPORATE SEAL)



OCALA MANUFACTURING COMPANY
(not Inc.), a Florida general
partnership

Landis V. Curry Jr
Witness Signature
Name Landis V. Curry Jr
(please print or type)

By James A. Bailey
James A. Bailey
Co-Manager and General Partner

Kimberly W. Ravy
Witness Signature
Name Kimberly W. Ravy
(please print or type)

- AND -


Landis V. Curry Jr
Witness Signature
Name Landis V. Curry Jr
(please print or type)

By C. Winston Bailey, Jr
C. Winston Bailey, Jr
Co-Manager and General Partner

Kimberly W. Ravy
Witness Signature
Name Kimberly W. Ravy
(please print or type)

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of March 1993, by BOB McMAHON, as Vice President of Target Stores and WILLIAM P. HISE, as Assistant Secretary of DAYTON HUDSON CORPORATION, a Minnesota corporation, on behalf of the corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and Bob McMahon and William P. Hise acknowledged said instrument to be the free act and deed of said corporation. They are personally known to me or have produced _____ as identification.

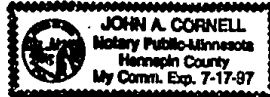


Notary Public, State of Minnesota

Name John A. Cornell

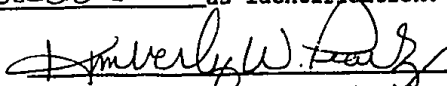
(Please print or type)

My Commission Expires: 7/17/97
My Commission/Serial Number: N/A



STATE OF FLORIDA)
)SS
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 24th day of March 1993, by JAMES A. BAILEY and C. WINSTON BAILEY, JR., as Co-Managers and General Partners on behalf of OCALA MANUFACTURING COMPANY (not Inc.), a partnership. They are personally known to me or have produced drivers license as identification.


Notary Public, State of Florida
Name Kimberly W. Peavy
(please print or type)

My Commission Expires:
My Commission/Serial Number:

KIMBERLY W. PEAVY
Notary Public State of Fl.
My Comm. Exp. Apr. 29, 1994
Comm. #CC002578

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 00°11'00" W ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 849.94 FEET TO A POINT ON THE PROJECTED NORTH RIGHT-OF-WAY LINE OF SW 12TH STREET, OCALA INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK H, PAGE 46, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN S 48°31'32" W A DISTANCE OF 1299.04 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE NEW RIGHT-OF-WAY LINE OF SW 19TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1689, PAGES 1066 AND 1067, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE N 41°30'00" W A DISTANCE OF 268.93 FEET; THENCE RUN N 47°33'00" E A DISTANCE OF 157.18 FEET; THENCE RUN S 41°30'00" E A DISTANCE OF 271.50 FEET TO THE SAID NEW NORTH RIGHT-OF-WAY LINE OF SW 19TH AVENUE; THENCE RUN N 48°29'53" E, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 154.72 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN N 41°30'00" W, A DISTANCE OF 218.96 FEET; THENCE RUN N 48°30'00" E A DISTANCE OF 1.41 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 57.71 FEET; THENCE RUN S 48°30'00" W A DISTANCE OF 61.42 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 87.41 FEET; THENCE RUN S 47°33'00" W A DISTANCE OF 251.90 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 215.05 FEET TO A POINT 15.00 FEET FROM THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE RUN S 48°30'00" W 15 FEET FROM AND PARALLEL TO SAID RIGHT-OF-WAY LINE A DISTANCE OF 884.55 FEET; THENCE RUN S 41°30'00" E A DISTANCE OF 305.00 FEET; THENCE RUN S 48°30'00" W A DISTANCE OF 240.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SW 17TH STREET (S.R. 464); THENCE RUN S 41°30'00" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN N 48°30'00" E A DISTANCE OF 230.00 FEET; THENCE RUN S 41°30'00" E A DISTANCE OF 80.00 FEET; THENCE RUN N 48°30'00" E A DISTANCE OF 100.01 FEET; THENCE RUN N 00°55'34" W A DISTANCE OF 20.63 FEET; THENCE RUN N 89°04'26" E A DISTANCE OF 341.76 FEET TO THE SAID NEW NORTHWESTERLY RIGHT-OF-WAY LINE OF SW 19TH AVENUE AND A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 690.00 FEET; THENCE FROM A TANGENT BEARING OF N 22°09'57" E RUN ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 26°20'03" A DISTANCE OF 317.14 FEET TO THE POINT OF TANGENCY; THENCE RUN N 48°30'00" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 215.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.104 ACRES, MORE OR LESS.

EXHIBIT A
page 1 of 1

DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 00°11'00" W ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 840.94 FEET TO A POINT ON THE PROJECTED NORTH RIGHT-OF-WAY LINE OF SW 12TH STREET, OCALA INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK H, PAGE 46, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN S 48°31'32" W A DISTANCE OF 1299.04 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE NEW RIGHT-OF-WAY LINE OF SW 19TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1689, PAGES 1068 AND 1087, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE N 41°30'00" W A DISTANCE OF 288.93 FEET; THENCE RUN N 47°33'00" E A DISTANCE OF 157.18 FEET; THENCE RUN S 41°30'00" E A DISTANCE OF 271.50 FEET TO THE SAID NEW NORTH RIGHT-OF-WAY LINE OF SW 19TH AVENUE; THENCE RUN N 48°29'53" E, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 154.72 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN N 41°30'00" W, A DISTANCE OF 218.98 FEET; THENCE RUN N 48°30'00" E A DISTANCE OF 1.41 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 57.71 FEET; THENCE RUN S 48°30'00" W A DISTANCE OF 81.42 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 313.29 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE RUN S 48°30'00" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1378.41 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SW 17th STREET (S.R. 464); THENCE DEPARTING SAID S.R. 200 RIGHT-OF-WAY LINE RUN S 41°30'00" E ALONG THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SW 17TH STREET (S.R. 464) A DISTANCE OF 398.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 789.14 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'14" A DISTANCE OF 358.48 FEET; THENCE DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE RUN N 00°55'34" W A DISTANCE OF 401.87 FEET; THENCE RUN N 89°04'28" E A DISTANCE OF 341.76 FEET TO THE SAID NEW NORTHWESTERLY RIGHT-OF-WAY LINE OF SW 19TH AVENUE AND A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 690.00 FEET; THENCE FROM A TANGENT BEARING OF N 22°09'57" E RUN ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 26°20'03" A DISTANCE OF 317.14 FEET TO THE POINT OF TANGENCY; THENCE RUN N 48°30'00" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 215.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.070 ACRES MORE OR LESS, LESS AND EXCEPT THE LAND DESCRIBED ON SCHEDULE 1 ATTACHED TO THIS EXHIBIT B

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN S 00°11'00" W ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 849.94 FEET TO A POINT ON THE PROJECTED NORTH RIGHT-OF-WAY LINE OF SW 12TH STREET, OCALA INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK H, PAGE 46, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN S 48°31'32" W A DISTANCE OF 1299.04 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE NEW RIGHT-OF-WAY LINE OF SW 19TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1689, PAGES 1066 AND 1067, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE N 41°30'00" W A DISTANCE OF 268.93 FEET; THENCE RUN N 47°33'00" E A DISTANCE OF 157.18 FEET; THENCE RUN S 41°30'00" E A DISTANCE OF 271.50 FEET TO THE SAID NEW NORTH RIGHT-OF-WAY LINE OF SW 19TH AVENUE; THENCE RUN N 48°29'53" E, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 154.72 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN N 41°30'00" W, A DISTANCE OF 218.96 FEET; THENCE RUN N 48°30'00" E A DISTANCE OF 1.41 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 57.71 FEET; THENCE RUN S 48°30'00" W A DISTANCE OF 61.42 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 87.41 FEET; THENCE RUN S 47°33'00" W A DISTANCE OF 251.90 FEET; THENCE RUN N 41°30'00" W A DISTANCE OF 215.05 FEET TO A POINT 15.00 FEET FROM THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE RUN S 48°30'00" W 15 FEET FROM AND PARALLEL TO SAID RIGHT-OF-WAY LINE A DISTANCE OF 884.55 FEET; THENCE RUN S 41°30'00" E A DISTANCE OF 305.00 FEET; THENCE RUN S 48°30'00" W A DISTANCE OF 240.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SW 17TH STREET (S.R. 464); THENCE RUN S 41°30'00" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN N 48°30'00" E A DISTANCE OF 230.00 FEET; THENCE RUN S 41°30'00" E A DISTANCE OF 80.00 FEET; THENCE RUN N 48°30'00" E A DISTANCE OF 100.01 FEET; THENCE RUN N 00°55'34" W A DISTANCE OF 20.63 FEET; THENCE RUN N 89°04'26" E A DISTANCE OF 341.76 FEET TO THE SAID NEW NORTHWESTERLY RIGHT-OF-WAY LINE OF SW 19TH AVENUE AND A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 690.00 FEET; THENCE FROM A TANGENT BEARING OF N 22°09'57" E RUN ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 26°20'03" A DISTANCE OF 317.14 FEET TO THE POINT OF TANGENCY; THENCE RUN N 48°30'00" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 215.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.104 ACRES, MORE OR LESS.

EXHIBIT B
page 2 of 2
SCHEDULE 1 TO EXHIBIT B

EXHIBIT X

A drawing prepared by:

**Lochrane Engineering, Inc.
Consulting Engineers - Surveyors
201 South Bumby Avenue
Orlando, Florida 32803
407-896-3319**

Entitled:

**Site Layout Plan
Target - Ocala
for Target Stores**

Identified:

**Project No. 92071
Date September, 1992
Sheet 4 of 17
Scale 1" = 50'
Revisions 12-10-92; 12-17-92; 01-05-93**

Copies of Exhibit X have been initialed by the Parties to the Operating Agreement and are in the possession of the Parties. Any interested person may review Exhibit X at the offices of the Parties as set out in the Operating Agreement.