

This Instrument Prepared By and
Return To

John W. Gibson
Hull Storey Retail Group, LLC
3632 Wheeler Road
Augusta, Georgia 30909

OUTRALL

RETURN TO:

CHICAGO TITLE INSURANCE

601 S. LAKE DESTINY DRIVE, SUITE 400
MAITLAND, FLORIDA 32751 50613

Property Folio Number

WARRANTY DEED
with
RESTRICTIONS AND EASEMENTS

This Warranty Deed, made and executed the 14 day of December, 2001, by **Gleason Place, L.P.**, a Georgia limited partnership, whose address is 3632 Wheeler Road, Augusta, Georgia 30909, hereinafter called the "Grantor", to **Lake City Place, LP**, a Georgia limited partnership, whose address is 3632 Wheeler Road, Augusta, Georgia 30909, hereinafter called the "Grantee":

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives and assigns of individuals, and the successors and assigns, wherever the context so admits or requires)

Whereas: By Personal Representatives Deed from Clifton Grover York a/k/a C.G. York dated June 10, 1999, as recorded in the Public Records of Columbia County, Florida at Book 882, Page 408 and by Quitclaim Deed from York Marine Enterprises, Inc. dated June 10, 1999, as recorded in the Public Records of Columbia County, Florida at Book 882, Page 407, Grantor obtained title to a parcel of land located in Columbia County, Florida, as described in said deeds (the "Shopping Center"); and

Whereas: Grantor has entered into a Lease (as Landlord) with OfficeMax, Inc. (as Tenant) which Lease is evidenced by a Memorandum of Lease dated August 1, 1999 and recorded in the Public Records of Columbia County, Florida (the "OfficeMax Lease"); and

Whereas: By virtue of the OfficeMax Lease, Grantor has leased (a) an approximately 23,500 square foot building (located on the portion of the Shopping Center to be retained by Grantor hereunder), (b) a non-exclusive easement and right to use all facilities serving the Shopping Center and intended for public or common use, including, but not limited to, all entrances, exits, driveways, service drives and parking areas, and (c) the exclusive right to use those portions of the truck dock(s), truck ramp(s) and related facilities located outside but adjacent to the approximately 23,500 square foot building (the "OfficeMax Demised Premises"); and

Whereas: Grantor desires to grant to Grantee and Grantor hereby reserve unto itself, and its successors, assigns, tenants and designees the non-exclusive easement and right to use, in common

with Grantee and its tenants and designees, all facilities serving the Shopping Center (not included in the OfficeMax Demised Premises for the exclusive use of OfficeMax) including those for ingress, egress, cross access, driveways, roadways, cross parking (provided the parking ratio within the Shopping Center is maintained at or above 5.0 parking spaces per 1,000 square feet of buildings), utilities, storm water retention, detention and drainage.

Witnesseth: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land (the "Outparcel") situate in Columbia County, State of Florida, and being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

Together with all the elements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Together with a non-exclusive easement and right to use, in common with Grantor and its tenants and designees, all facilities (the "Facilities") serving the Shopping Center (not included in the OfficeMax Demised Premises for the exclusive use of OfficeMax) including those for ingress, egress, cross access, driveways, roadways, parking, utilities, storm water retention, detention and drainage, on an over all portions of the Shopping Center.

Subject to a reservation of a non-exclusive easement and right to use, in common with Grantee, its successors, assigns, tenants and designees, the Facilities serving the Outparcel including those for ingress, egress, cross access, driveways, roadways, cross parking, utilities, storm water retention, detention and drainage, on an over all portions of the Outparcel.

Grantor and Grantee shall each be responsible to reasonably maintain the Facilities located within its respective property; provided, however, Grantor shall be responsible for maintaining the Facilities within the Outparcel until such time as the Outparcel is further developed. In the event either Grantor or Grantee fails to reasonably maintain and repair the Facilities located within its respective property, after notice and a 60 day right to cure, the other party hereto may enter upon the non-conforming property and make such repairs, and all reasonable costs therefore shall constitute a lien upon such property, which lien may be enforced under Florida law.

Subject to a restriction that Grantee shall not develop the Outparcel to the extent that the parking ratio within the Shopping Center falls below 5.0 parking spaces per 1,000 square feet of buildings located within the Shopping Center.

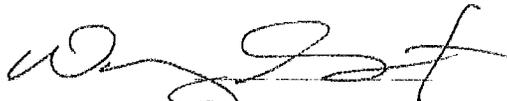
To Have and to Hold, the same in fee simple forever.

And, the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for real estate taxes for the year 2001 and subsequent years.

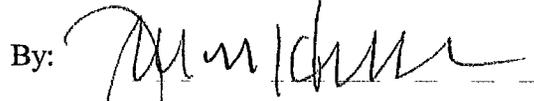
IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name by its duly authorized general partner the day and year first above written.

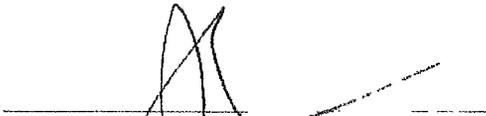
GLEASON PLACE, L.P., a Georgia limited partnership

By: **GLEASON GENERAL PARTNER, INC.**, a Georgia corporation, as its General Partner


(Signature)

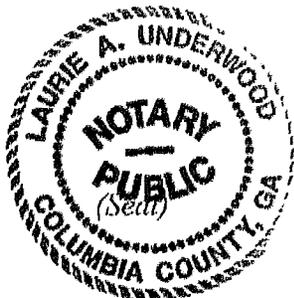
Wayne Grovenstein
(Print Name)

By: 
James M. Hull
As its President


(Signature)
John W. Gibson
(Print Name)

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

The foregoing instrument was acknowledged before me this 14th day of December, 2001, by James M. Hull, as President of Gleason General Partner, Inc., a Georgia corporation, the General Partner of Gleason Place, L.P., a Georgia limited partnership, on behalf of the partnership. He/She is personally known to me.



NOTARY PUBLIC:

Sign Laurie A. Underwood
Print Laurie A. Underwood
Notary Public, Columbia County, Georgia
My commission expires: 7-15-05

Inst:2001024502 Date:12/31/2001 Time:08:34:53

Doc Stamp-Deed : 700.00

EXHIBIT "A"

DC, P. DeWitt Cason, Columbia County B: 942 P: 2501

ALL that lot, tract or parcel of land, with any improvements thereon, situate, lying and being in Columbia County, Florida and being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, and run thence South 89°08'14" West, along the south line of said Southwest 1/4, 842.71 feet to the point of beginning; thence continue South 89°08'14" West, along said South line, 354.44 feet; thence North 06°02'43" East, 441.86 feet; thence South 83°28'20" East, 128.88 feet; thence North 06°02'43" East, 184.73 feet to the Southerly right-of-way line of U.S. Highway # 90; thence South 84°02'46" East, along said Southerly right-of-way line, 191.02 feet; thence South 02°46'16" West, 584.62 feet to the point of beginning.

