

RESOLUTION NO. 98-225

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A CERTAIN PURCHASE AND SALE CONTRACT FOR THE ACQUISITION OF PROPERTY FOR THE NINE-HOLE EXPANSION TO THE CYPRESS LAKES GOLF COURSE.

WHEREAS, the owner of certain property adjacent to the Cypress Lakes Golf Course has executed and presented to the County the Purchase and Sale Contract in substantially the form attached hereto as Exhibit "A", incorporated by reference and made a part hereof, agreeing to sell fifty-seven and one half (57 ½) acres of his property for the nine-hole expansion to the Golf Course; and

WHEREAS, it is in the public interest and there is a demand from the public for this Golf Course expansion project.

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

Section 1. The Board hereby approves the Purchase and Sale Contract in substantially the form attached hereto and authorizes the County Administrator to execute said Contract.

Section 2. The Clerk is instructed to file the original Purchase and Sale Contract and mail executed copies of this Resolution and the Contract to Mr. John D. Bailey, Esq., c/o Upchurch, Bailey & Upchurch, P.A., P. O. Drawer 3007, St. Augustine, FL 32085-3007.

Section 3. The County Administrator is authorized to take action to close this Contract and complete the purchase upon compliance with all terms of the Contract.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA this 15 day of December, 1998.

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

By: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia De Grande
Deputy Clerk

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY
("Contract")

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is made and entered into by and between WILLIAM H. HALL and CALVIN H. HUDSON and ELLEN L. HUDSON, his wife, whose address is 505 Lancaster Street, Unit #8 A & B, Jacksonville, Florida 32204 ("Seller") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("Buyer").

For and in consideration of the promises, covenants, understandings and agreements set forth below, the parties agree as follows:

1. **Sale and Purchase.** Buyer shall purchase from Seller, and Seller agrees to sell, the following described Property situated in St. Johns County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF, TOGETHER WITH ALL OF SELLER'S RIGHT, TITLE AND INTEREST IN ALL MINERALS, EASEMENTS, RIGHTS-OF-WAY, LICENSES, PRIVILEGES AND DEVELOPMENT RIGHTS, INCLUDING ALL SELLER'S RIGHTS UNDER ANY EXISTING COVENANTS AND RESTRICTIONS AND ALL TENEMENTS AND APPURTENANCES BELONGING TO, APPERTAINING OR BENEFITTING THE REAL PROPERTY (COLLECTIVELY, THE "PROPERTY").

THE PROPERTY CONSISTS OF 57.3983 ACRES, AS SHOWN ON THE SURVEY PREPARED BY RICHARD A. MILLER & ASSOCIATES, INC. DATED NOVEMBER 13, 1998.

2. **Purchase Price.** Buyer shall pay Seller for the Property, the total of Eighteen Thousand Dollars and No/100's (\$18,000.00) per gross acre resulting in a total purchase price of \$1,033,169.40 (57.3983 x \$18,000.00) payable in United States Dollars in the form of cash or certified funds.

The total Purchase Price shall be payable as follows:

(a) An earnest money deposit of Ten Thousand Dollars and No/100's (\$10,000.00) (the "Deposit") shall be paid to Seller within one (1) day after the execution of this Contract by Buyer.

(b) The balance of the Purchase Price shall be payable to Seller at Closing in the form of cash or certified funds.

3. **Special Terms.**

(a) **Investigation Period.** Buyer and its authorized representatives shall have the right for a period of time commencing on the Effective Date and ending at 5:00 p.m., on the eighteenth (18th) day of December, 1998 (the "Investigation Period") to enter upon the Property for the purpose of conducting surveys, soil borings, percolation tests, engineering and topographical studies, environmental audits, investigating the zoning and land use restrictions applicable to the Property, determine the feasibility of the Intended Improvements contemplated by Buyer, evaluate the proposed use of the Property, pursue financing and conduct any other studies or tests deemed necessary by Buyer. Buyer agrees to leave the Property in the same condition as existed prior to such inspections. Any entry to the Property by Buyer shall be at Buyer's sole risk and at Buyer's sole expense. Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. To the extent allowed by Florida law, Buyer hereby agrees to indemnify Seller and to hold Seller harmless from and against any damages, claims, liabilities, expenses and other losses including, without limitation, reasonable attorneys' fees and court costs, which may be claimed against or incurred by Seller or its agents arising out of: (i) physical damage to the Property or injury to persons or Property caused by Buyer's, or its agent's or Contractor's investigation of the Property; and (ii) Buyer's exercise of its rights under this paragraph. This provision shall survive termination of this Contract and Closing of this transaction.

(b) **Buyer's Right to Terminate.** If the results of Buyer's investigations are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, Buyer may terminate this Contract prior to the end of the Investigation Period by delivery of written notice to Seller, whereupon the Deposit shall be refunded to Buyer and each party shall be released of all liability and obligations under this Contract. Buyer shall notify Seller as soon as possible, but not later than the end of the Investigation Period, of its decision to accept the Property or terminate the Contract. If Buyer fails to terminate this Contract prior to the expiration of the Investigation Period, Buyer shall be deemed to have waived any objections to the title commitment delivered pursuant to paragraph 4, the survey obtained by Buyer under paragraph 13, and the condition of the Property and Buyer shall be deemed to have accepted the Property in its "as is" condition. The Deposit shall be non-refundable and the parties shall be committed to close, subject only to the provisions of paragraphs 11, 14 and 17 regarding conditions precedent, risk of loss and condemnation.

(c) Delivery of Documents by Buyer. If the transaction does not close for any reason, the Buyer will deliver copies of all documents, reports and other information and data obtained by Buyer during the Investigation Period to Seller at no cost to Seller. Delivery of such documents and information is a condition precedent to any refund of the Deposit to which Buyer may be entitled.

(d) Dedicated Access to Thirty-two (32) Acre Parcel. The Buyer shall dedicate a public right-of-way easement of a minimum width of sixty feet (60'), running southerly from the present terminus of Cypress Links Boulevard to the thirty-two (32) acre parcel which abuts the Property on the south providing for future vehicular access and utilities to said thirty-two (32) acre parcel, on condition that: (1) the Buyer acquires fee simple title to necessary underlying real property, as to which action the Buyer makes no commitment other than to make a reasonable and good faith effort to acquire fee simple title to said underlying real property prior to December 31, 199, but such effort shall not be interpreted as including exercise of its eminent domain powers; and on further condition that (2) applicable County ordinances and related development plans providing for such right-of-way are approved in accordance with State law and County ordinances and in public hearings or meetings as may be required by law, as to which action the Buyer also makes no commitment to exercise its legislative or police powers approved such ordinances or development plans. This limited and contingent commitment of the Buyer to dedicate a public right-of-way does not include any obligation of the County to improve, construct or maintain such right-of-way or provide for utility changes or extensions related to said right-of-way or adjoining properties.

(e) 1031 Like-Kind Exchange. Buyer acknowledges that Seller is entering into this Agreement with the intent to effect a like-kind exchange under Section 1031 of the Internal Revenue Code of 1997, as amended (the "Code") and that Seller may assign all its rights in this Agreement to a Qualified Intermediary or Escrow Agent for the purpose of effecting such like-kind exchange. Buyer agrees to consent to such assignment. However, no such assignment shall relieve Seller from its rights and liabilities under this Agreement.

4. Evidence of Title. Within three (3) days after the Effective Date, the Seller shall obtain a commitment for title insurance in the amount of the total Purchase Price issued by Attorneys' Title Insurance Fund, Inc., or Commonwealth Land Title Insurance Company insuring the title to the Property to be good and marketable and free and clear of all defects except those specifically mentioned in paragraph 5 below and except for liens, encumbrances and qualifications to be discharged or otherwise eliminated by Seller on or before Closing (the "Permitted Exceptions"). Marketable title shall be determined according to applicable title standards adopted by the Florida Bar and in accordance with law.

Buyer shall have two (2) days from receipt of the title insurance commitment to examine the title insurance commitment and notify Seller in writing that Buyer objects to the title

for the reasons specified hereinafter. If Buyer notifies Seller that the title to the Property is defective or unmarketable, or if the Property is subject to liens, exceptions or encumbrances, other than the Permitted Exceptions, the Seller shall have five (5) days within which to cure the designated defects in the title that render same defective or unmarketable in the opinion of Buyer or its attorney. However, Seller is not obligated to cure any of the designated defects, except liens and encumbrances, which can be satisfied from Seller's gross proceeds at closing. If any of such designated defects, other than those that will be satisfied at Closing, remain uncured at the end of the applicable cure period, Buyer may accept the title in its existing condition and close not later than the Closing Date or, elect to terminate this Contract prior to the expiration of the Investigation Period and demand a refund of the Deposit, whereupon the Deposit shall be immediately refunded to Buyer, and each party shall be released of all liability and obligations under this Contract.

5. **Conveyance of Title.** Conveyance of title shall be by General Warranty Deed, free and clear of all encumbrances and liens of whatsoever nature, except the following:

- (a) Taxes accruing subsequent to the date of Closing.
- (b) Covenants, restrictions and easements of record to which Buyer has not objected or to which Buyer has waived its objection.
- (c) Applicable zoning and other governmental regulations.
- (d) Any matters shown by the current boundary survey obtained by Seller, to which Buyer has not objected or to which Buyer has waived its objection.

6. **Costs.** Seller will pay the cost of recording any documents necessary to convey title free and clear of all encumbrances, except the Permitted Exceptions and the cost of an owner's policy of title insurance. Seller and Buyer shall each pay one-third (1/3) of the cost of the survey, such one-third (1/3) share not to exceed \$4,000.00 (the remaining 1/3 shall be paid by Stokes and Company). Buyer shall pay all other costs of closing the transaction, including without limitation, the cost of placing documentary stamps on the Warranty Deed and the cost of a mortgagee title insurance policy. Each party shall pay their own attorneys' fees.

7. **Date and Place of Closing.** The Closing ("Closing"), unless otherwise provided herein, shall be held on or before December 30, 1998, at the offices of Upchurch, Bailey and Upchurch, P.A., 780 North Ponce de Leon Boulevard, St. Augustine, Florida 32084.

8. **Closing Documents.**

(a) At Closing, Seller shall deliver to Buyer:

- (1) A General Warranty Deed conveying the Property subject only to the Permitted Exceptions;
- (2) A standard form Owner's Affidavit attesting that there have been no improvements to the Property within the period of ninety (90) days immediately preceding the Closing which have not been fully paid for;
- (3) A Non-Foreign Certificate, meeting the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended;
- (4) A marked down title insurance commitment, deleting the GAP and standard exceptions;
- (5) Evidence satisfactory to Buyer and the title insurance company that the person executing the Closing documents on behalf of the Seller has full right, power and authority to do so; and
- (6) Such other documents as may be reasonably required to consummate the transaction in accordance with this Contract.

(b) At Closing, Buyer shall deliver to Seller:

- (1) Cash or certified funds for the balance of the total Purchase Price;
- (2) Evidence satisfactory to Seller and the title insurance company that the person executing the Closing documents on behalf of the Buyer has full right, power and authority to do so;
- (3) Such other documents as shall be reasonably required to consummate the transaction in accordance with the Contract; and

9. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer, that as of the Effective Date and as of the Closing Date, the following are and will be true and correct:

(a) Seller, is not a "foreign person" as that term is used and defined in the Internal Revenue Code, Section 1445, and on or before Closing, Seller agrees to execute and deliver to the Buyer a non-foreign affidavit to such effect in form and content acceptable to Buyer.

(b) That, to the best of Seller's knowledge, no toxic or hazardous wastes or substances are or were stored, treated or disposed of or are otherwise deposited on or under the surface of the Property, except as stated in paragraph 3.

(c) The party executing this Contract on behalf of Seller has full right, title and authority to execute this Contract and to deliver any and all documents required to consummate the transaction contemplated under this Contract.

(d) Seller has not received any notice indicating non compliance with any applicable zoning, building, land use, fire, health, environmental or other regulatory ordinance, law or order of any federal, state or local government or agency affecting the Property.

(e) Neither the execution and delivery of this Contract nor consummation of the transaction contemplated hereby, will result in any breach or default by Seller under any agreement or understanding to which Seller is a party or by which Seller may be bound or which would have an affect on Seller's ability to perform its obligations under this Contract.

Except as stated above, Seller makes no representations or warranties pertaining to the Property. The Property and all improvements are being sold and accepted in their "as is" condition and, except as expressly set forth above, or in the documents to be delivered at Closing, Seller hereby expressly disclaims any and all warranties, express or implied, relating in any way to the nature, quality or condition of the Property including, without limitation, any warranty provided for under Florida statutory or common law. Buyer acknowledges and agrees that Buyer has relied on its own investigation of the Property and improvements, agrees to accept the Property and improvements in "as is" condition and to waive any and all warranties relating thereto.

10. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that, as of the Effective Date and as of the Closing Date, the following are and will be true and correct:

(a) Buyer has the right, power and authority to execute, deliver and perform this Contract without obtaining any consents or approvals from any third parties. This Contract, when executed and delivered by both Buyer and Seller, will constitute a valid and legally binding obligation of Buyer.

(b) Neither the execution and delivery of this Contract nor consummation of the transaction contemplated hereby, will result in any breach or default by Buyer under any agreement or understanding to which Buyer is a party or by which Buyer may be bound or which would have an affect upon Buyer's ability to fully perform its obligations under this Contract.

(c) The party executing this Contract on behalf of Buyer has full right, title and authority to execute this Agreement and to deliver any and all documents required to consummate the transaction contemplated hereby.

(d) Buyer has the financial resources to purchase the Property in accordance with the terms of this Contract.

11. Conditions Precedent to Buyer's Obligation to Close. Buyer's obligation to close the purchase and sale of the Property pursuant to this Contract is contingent upon:

(a) All representations and warranties of Seller being true and correct as of the Closing; and

(b) Seller having complied with all its obligations under this Contract.

If the above conditions precedent have not being satisfied as of the Closing Buyer, by written notice to the Seller, may elect to close on the Closing Date or terminate the Contract, whereupon the Deposit shall be refunded to Buyer and each party shall be released of all further liabilities and obligations under this Contract. This right is in addition to any the Buyer may have under paragraph 20, in the event of Seller default.

12. Prorations and Assessment Liens. All adjustments of taxes, liens, insurance premiums, interests, rents or other items on said Property are to be made on a pro rata basis as of the specified time or date of Closing. Seller shall pay all certified, confirmed and ratified special assessment liens which exist against the Property as of Closing. Taxes will be subject to re-proration upon receipt of the tax bill for the year of closing.

13. **Survey.** Buyer shall obtain a current certified survey of the Property prior to the expiration of the Investigation Period. If the survey shows any encroachments on the Property or that the improvements located on the Property encroach on other lands, Buyer may notify Seller of such defects prior to the expiration of the Investigation Period and such defects shall constitute a title defect for purposes of paragraph 4.

14. **Risk of Loss.** Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller. In the event any loss or damage occurs to the Property between the date hereof and Closing, and the cost of restoration does not exceed five percent (5%) of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and the Closing shall proceed pursuant to this Contract, with cost of restoration to be escrowed at Closing. If the cost of restoration exceeds five percent (5%) of the assessed valuation of the improvements so damaged, Seller may repair the damage or escrow the cost of restoration at Closing, in which case the Closing shall proceed as provided in paragraph 7. If Seller elects not to repair the damage or escrow the cost of restoration at Closing, Buyer shall have the option of (1) accepting the Property "as is", together with any and all amounts recovered or recoverable by Seller from insurance coverage, or (2) terminating this Contract, in which case the Deposit shall be returned to Buyer, and all rights and liabilities arising under this Contract shall terminate.

15. **Terminology and Parties Bound.** The words "Buyer" and "Seller", herein employed shall be construed to include the plural as well as the singular, and this Contract shall be binding upon the heirs, personal representatives, successors and assigns, and the masculine shall include the feminine and neuter, where the context so requires.

16. **Time is of the Essence; Notice.** Time is the essence of this Contract. Any notice necessary under this Contract shall be sent by U.S. or express mail or hand delivered to the parties at the addresses set forth below:

Seller: Mr. William H. Hall
Mr. and Mrs. Calvin H. Hudson
505 Lancaster Street, Unit #8 A & B
Jacksonville, Florida 32204

With
copy to: John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007

Buyer: St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, Florida 32095
Attention: Mr. Ben W. Adams, Jr.
County Administrator

With
copy to: James G. Sisco, Esquire
County Attorney
Post Office Drawer 349
St. Augustine, Florida 32085-0349

Any reference herein to periods of less than six (6) days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m., of the next full business day.

17. **Condemnation.** If prior to Closing all of the Property is taken by eminent domain, Buyer may terminate this Contract by delivery of written notice to Seller, whereupon the Deposit shall be refunded to Buyer and each party shall be released of all liability and obligations under this Contract. If prior to Closing a portion of the Property is taken by eminent domain, this Contract shall remain in full force and effect, and the proceeds received by Seller as a result of such condemnation shall be credited against the Purchase Price at Closing. Seller agrees not to initiate any condemnation proceedings against the Property prior to Closing.

18. **Contract Not Recordable.** Neither this Contract nor any notice thereof shall be recorded in any public records.

19. **Assignment.** This Contract may not be assigned by Buyer without the Seller's prior written consent.

20. **Default.** If Buyer fails to perform this Contract within the time specified (including payment of all deposit(s)), the deposit(s) paid by Buyer may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

21. **Possession.** Possession of the Property shall be delivered to Buyer at Closing.

22. **Attorneys' Fees; Costs.** In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.

23. **Real Estate Commission.** Seller shall pay Investec Services, Inc., a real estate commission at Closing. Seller and Buyer represent to each other that to the best of each other's knowledge and belief no real estate commission is due any other real estate broker, as a result of the execution of this Contract or the closing contemplated thereby and each shall indemnify and hold the other harmless, to the extent allowed by Florida law, from any and all liability for loss, cost, damages and expenses, that either party may incur as a result of or arising out of the claim of any other broker or other person for a finder's fee, commission or other fee, by, through or under the other party.

24. **Entire Contract.** No prior or present Contracts or representations shall be binding upon the parties unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

25. **Effective Date.** This Contract shall become effective as a Contract when signed by Buyer and Seller. If not executed by all parties on or before December 16, 1998, the Contract shall be null and void and of no further force and effect.

26. **Terms to Survive Closing.** Notwithstanding any legal presumptions to the contrary, the terms, conditions and representations contained in this Contract shall survive the Closing for a period of one (1) year. The right to assert a claim for breach of Seller's representations and warranties in this Contract shall survive for a period of one (1) year after Closing.

27. **Severability.** Should any one or more of the provisions of this Contract be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.

28. **Governing Law.** This Contract shall be governed by the laws of the State of Florida.

29. **Section Headings.** The Section Headings in this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions.

30. **Judicial Interpretation.** Should any of the provisions of this Contract require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated

31. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to 404.056(8), Florida Statutes.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Contract to be executed on the date indicated below.

Signed, sealed and delivered
in the presence of:

Witness

William H. Hall

Witness

Date: _____

Witness

Calvin H. Hudson

Witness

Ellen L. Hudson

Date: _____

SELLER

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

Witness

By: _____
Ben W. Adams, Jr.
County Administrator

Witness

Date: _____

BUYER

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING instrument was acknowledged before me this _____ day of
December, 1998, by William H. Hall, Seller, who () is personally known to me or () has
produced Florida driver's license number _____ as identification.

Notary Public

(Name of notary typed/printed/stamped)

My commission number: _____

My commission expires: _____

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING instrument was acknowledged before me this _____ day of December, 1998, by Calvin H. Hudson and Ellen L. Hudson, his wife, Seller, who (__) are personally known to me or (__) have produced Florida driver's license number _____ and _____, respectively, as identification.

Notary Public

(Name of notary typed/printed/stamped)

My commission number: _____

My commission expires: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this ____ day of December, 1998, by Ben W. Adams, Jr., County Administrator for St. Johns County, Florida, a political subdivision of the State of Florida, Buyer, who (__) is personally known to me or (__) has produced Florida driver's license number _____ as identification.

Notary Public

(Name of notary typed/printed/stamped)

My commission number: _____

My commission expires: _____

EXHIBIT "A"

(The Property)

[LEGAL DESCRIPTION]

PARCEL 1: (HALL TO ST. JOHNS COUNTY)

A portion of Sections 15, 16, 21 and 22, Township 8 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the common corner of Sections 9, 10, 15 and 16, Township 8 South, Range 29 East, St. Johns County, Florida, said point being occupied by a 4 inch by 4 inch found concrete monument stamped PLS 894; thence South $01^{\circ}23'54''$ East, along the Easterly line of said Section 16 and the Westerly line of said Section 15, a distance of 5,278.15 feet to the common corner of said Sections 15, 16, 21 and 22, Township 8 South, Range 29 East, St. Johns County, Florida; thence South $88^{\circ}15'01''$ West, a distance of 62.30 feet to the POINT OF BEGINNING of the herein described parcel; thence South $07^{\circ}44'25''$ East, a distance of 1908.64 feet; thence North $10^{\circ}55'03''$ West, a distance of 100.82 feet; thence South $44^{\circ}36'27''$ West, a distance of 201.55 feet; thence North $79^{\circ}04'57''$ West, a distance of 288.33 feet; thence North $08^{\circ}35'07''$ West, a distance of 110.43 feet; thence South $88^{\circ}28'11''$ West, a distance of 236.81 feet to a point of curvature of a curve concave Northerly and having a radius of 7,147.93 feet; thence along the arc of said curve to the right, through a central angle of $11^{\circ}48'24''$, an arc distance of 236.53 feet, said curve being subtended by a chord bearing and distance of North $87^{\circ}40'37''$ West, 236.13 feet to the end of said curve; thence North $08^{\circ}13'35''$ East, a distance of 81.60 feet to a point of curvature of a curve concave Northerly and having a radius of 1,133.87 feet; thence along the arc of said curve to the left, through a central angle of $14^{\circ}10'14''$, an arc distance of 280.43 feet, said curve being subtended by a chord bearing and distance of South $88^{\circ}29'42''$ East, 279.72 feet to a point of tangency; thence North $86^{\circ}25'11''$ East, a distance of 181.41 feet; thence North $20^{\circ}18'29''$ West, a distance of 348.86 feet; thence North $01^{\circ}45'44''$ West, a distance of 380.08 feet; thence North $70^{\circ}16'47''$ East, a distance of 256.04 feet; thence South $81^{\circ}57'08''$ East, a distance of 169.85 feet; thence South $05^{\circ}57'03''$ East, a distance of 333.77 feet; thence South $70^{\circ}13'04''$ West, a distance of 110.00 feet; thence South $22^{\circ}05'11''$ East, a distance of 249.43 feet to a point of curvature of a curve concave Northeasterly and having a radius of 25.00 feet; thence along the arc of said curve to the left, through a central angle of $92^{\circ}56'02''$, an arc distance of 40.85 feet, said curve being subtended by a chord bearing and distance of South $68^{\circ}33'12''$ East, 36.25 feet to a point of compound curvature of a curve concave Northwesterly and having a radius of 880.47 feet; thence along the arc of said curve to the left, through a central angle of $19^{\circ}09'07''$, an arc distance of 294.31 feet, said curve being subtended by a chord bearing and distance of North $55^{\circ}24'14''$ East, 292.94 feet to a point of compound curvature of a curve concave Northwesterly and having a radius of 686.89 feet; thence along the arc of said curve to the left, through a central angle of $16^{\circ}18'11''$, an arc distance of 193.45 feet, said curve being subtended by a chord bearing and distance of North $37^{\circ}40'36''$ East, 194.79 feet to the end of said curve; thence North $60^{\circ}28'28''$ West, a distance of 125.00 feet; thence North $20^{\circ}18'11''$ East, a distance of 180.73 feet; thence South $27^{\circ}58'05''$ East, a distance of 365.53 feet; thence North $59^{\circ}14'27''$ West, a distance of 104.38 feet to a point of non-tangent curvature of a curve concave Northwesterly and having a radius of 736.89 feet; thence along the arc of said curve to the right, through a central angle of $15^{\circ}04'15''$, an arc distance of 193.83 feet, said curve being subtended by a chord bearing and distance of South $38^{\circ}17'36''$ West, 193.27 feet to a point of compound curvature of a curve concave Northwesterly and having a radius of 830.47 feet; thence along the arc of said curve to the right, through a central angle of $12^{\circ}32'58''$, an arc distance of 203.80 feet, said curve being subtended by a chord bearing and distance of South $52^{\circ}06'12''$ West, 203.39 feet to the end of said curve; thence South $17^{\circ}36'00''$ East, a distance of 136.23 feet; thence South $17^{\circ}36'00''$ East, a distance of 7.04 feet to the POINT OF BEGINNING.

Containing 20.0632 acres, more or less.

