

**RESOLUTION NO. 2000- 8**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE AGREEMENT OF PURCHASE AND SALE FOR THE ACQUISITION OF PROPERTY KNOWN AS THE PONTE VEDRA POST OFFICE.**

**WHEREAS**, the Postal Service has presented to the County the Agreement of Purchase and Sale in substantially the form attached hereto as Exhibit "A", incorporated by reference and made a part hereof, offering to sell a certain parcel of property known as the Ponte Vedra Post Office; and

**WHEREAS**, the Board of County Commissioners at their regular meeting December 21, 1999, directed staff to proceed with negotiations and approved the transfer of \$8,000.00 from the General Fund for two real estate appraisals to be performed on the property; and

**WHEREAS**, the Agreement calls for the County to pay in addition to the sales price closing costs including recording fees, title insurance and documentary stamps; and

**WHEREAS**, the proposed site meets criteria identified by citizens and groups for use as a cultural art and meeting facility: and

**WHEREAS**, there is no other currently available or identified site which is as suitable for activities, classes and programs for all ages in the community; and

**WHEREAS**, it is in the public interest for the County to acquire a facility that can be used for these purposes.

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

1. All the WHEREAS clauses above are hereby adopted as findings of fact.
2. The Board hereby approves the Agreement of Purchase and Sale in substantially the form attached hereto and authorizes the County Administrator to execute said Agreement.
3. The Clerk is instructed to file the original Agreement of Purchase and Sale and mail executed copies of this Resolution and the Agreement to the Sellers as defined in the Agreement.

4. The County Administrator is authorized to take action to close this Agreement and complete the purchase upon compliance with Florida Statute 125.355 and all terms of the Agreement with monies for such purchase coming from a loan through the Florida Association of Counties commercial paper program.
5. The County Administrator is authorized to review the existing and/or order a Phase I Environmental Site Assessment of the property and closing shall not occur unless said review indicates no substantial contamination liability for the County.
6. The Total Deposit amount of \$25,000.00 is hereby authorized to be paid from the General Fund.

**PASSED and ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18<sup>th</sup> day of January, 2000.

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

BY: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande  
Deputy Clerk

# **AGREEMENT OF PURCHASE AND SALE**

**"SELLER"**

**UNITED STATES POSTAL SERVICE**

**"BUYER"**

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**"PROPERTY"**

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## TABLE OF CONTENTS

### ARTICLE 1 AGREEMENT TO SELL AND PURCHASE

- ARTICLE 2 PURCHASE PRICE
  - 2.1 Purchase Price
  - 2.2 Terms of Payment

- ARTICLE 3 TITLE
  - 3.1 Condition of Title
  - 3.2 Objections to Title

- ARTICLE 4 CONDITION OF REAL PROPERTY
  - 4.1 Investigation by Buyer
  - 4.2 Studies and Reports
  - 4.3 Seller's Representations and Warranties
  - 4.4 AS-IS WHERE-IS Purchase
  - 4.5 Damage or Destruction

- ARTICLE 5 INDEMNIFICATION
  - 5.1 Buyer's Indemnity
  - 5.2 Buyer's Waiver of Claims

- ARTICLE 6 CLOSING
  - 6.1 Brokers
  - 6.2 Closing
  - 6.3 Closing Agent
  - 6.4 Closing Documents
  - 6.5 Further Documents
  - 6.6 Prorations
  - 6.7 Costs
  - 6.8 Seller's Personal Property
  - 6.9 Other Covenants
  - 6.10 Possession

- ARTICLE 7 GENERAL PROVISIONS
  - 7.1 Amendments
  - 7.2 Entire Agreement
  - 7.3 Authority to Execute
  - 7.4 Notices
  - 7.5 Assignment
  - 7.6 Survival of Agreement
  - 7.7 No Recordation
  - 7.8 Governing Law
  - 7.9 Construction
  - 7.10 Damages
  - 7.11 Disputes



## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is entered into by the United States Postal Service ("Seller") and \_\_\_\_\_ ("Buyer").

### ARTICLE I AGREEMENT TO SELL AND PURCHASE

Seller is the owner of Property located at \_\_\_\_\_ (address, city, state), as more particularly described in Exhibit A, together with any improvements constructed thereon. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions contained in this Agreement. This Agreement becomes effective on the date executed by Seller ("Effective Date"). Buyer has the right to terminate this Agreement prior to 90 days after the Effective Date (the "Contingency Removal Date") in accordance with ¶4.1.2 and have the initial deposit returned to Buyer. The Closing Date shall occur on or before 120 days after the Effective Date, unless extended by the mutual written agreement of the parties.

### ARTICLE II PURCHASE PRICE

2.1 Amount of Purchase Price. The Purchase Price for the Property is \$525,000.00 (Five Hundred Twenty Five Thousand Dollars).

2.2 Terms of Payment. Buyer shall pay Seller the Purchase Price as follows:

2.2.1 Deposit. Upon Buyer's execution and delivery of this Agreement, Buyer shall pay Seller an Initial Deposit of \$10,000.00 (Ten Thousand Dollars). Payment shall be made by cashier's or certified check made payable to "Disbursing Officer, USPS," collectible in "same day" funds at par, or by wire transfer of immediately available funds to \_\_\_\_\_. If Buyer has not terminated this Agreement pursuant to ¶4.1.2, Buyer shall pay to Seller on or before the Contingency Removal Date an additional deposit of \$15,000.00 (Fifteen Thousand Dollars) by check or wire transfer in the above manner. The Initial Deposit shall thus have been increased to \$25,000.00 (Twenty Five Thousand Dollars) (the "Total Deposit"), which Total Deposit also includes any further Deposits by Buyer prior to Closing. No interest on any Deposit shall accrue to the benefit of Buyer.

2.2.2 Balance of Purchase Price. Buyer shall pay Seller the unpaid balance of the Purchase Price on the Closing Date in accordance with Article 6.

### ARTICLE III TITLE

3.1 Condition of Title. At Closing, Seller shall convey the Property to Buyer by Limited Warranty Deed, or such lesser Deed as Seller may hold, subject only to the following:

(a) any and all restrictions, covenants, easements, encumbrances, liens of any kind, leases, and interests of others, including rights-of-way for roads, pipelines, railroads, and public utilities, whether or not matters of public record;

(b) applicable zoning and use regulations of any locality, county or state; and

(c) any other exception that may appear on title information Buyer obtains to which Buyer does not object under ¶3.2.

3.2 Objections to Title. Buyer shall notify Seller promptly of any exception regarding Seller's title, whether reflected on a survey or title report obtained by Buyer or otherwise. Until the Contingency Removal Date, Buyer or Seller may elect to terminate the Agreement, or they may reach a written agreement as to steps to take to satisfy Buyer's objections. After the Contingency Removal Date, Buyer understands it shall have no right to object to the condition of title, unless Seller has failed to take actions as agreed upon, in which case Buyer may terminate the Agreement. If either party elects to terminate this Agreement pursuant hereto, Seller shall return the Initial or Total Deposit to Buyer, as the case may be, and neither party shall have any further obligations to or rights against the other except the Seller's rights to indemnification under Article 5 and its rights to documents under ¶¶ 4.2, 4.3.1, and in any attachments hereto.

## ARTICLE IV CONDITION OF REAL PROPERTY

### 4.1 Investigation by Buyer.

4.1.1 Buyer's Feasibility Study. Seller grants permission to Buyer and its agents to enter upon the Property, subject to notice to and approval by Seller, during the Contingency Period (which begins on the Effective Date and ends at 5:00 p.m. on the Contingency Removal Date) to conduct a feasibility study to investigate every aspect of the condition and status of the Property, including, without limitation, consistency with zoning and use limitations, construction of the improvements, the existence and availability of utility connections, soil and groundwater conditions, the presence of underground storage tanks and hazardous wastes or substances, and compliance or consistency with permits, approvals, and applications of or to governmental agencies in connection with the Property. After conducting any such feasibility study, Buyer, at its sole expense, shall restore the Property to the condition that it was in prior to the study unless Seller expressly permits otherwise.

4.1.2 Buyer's Right to Terminate. Buyer may terminate this Agreement for any reason whatever by written notice received by Seller prior to 5:00 p.m. on the Contingency Removal Date, and neither party shall have any further obligations to or rights against the other except Seller's rights to indemnification under Article 5 and its rights to documents under ¶¶ 4.2, 4.3.1, and in any attachments hereto and Buyer's right to return of the Initial Deposit from Seller.

4.1.3 Failure to Terminate. If Buyer fails to terminate this Agreement pursuant to ¶4.1.2, then (a) Buyer shall pay to Seller the additional deposit as required by ¶2.2.1, (b) the Initial and Total Deposit shall be non-refundable, except as provided in ¶¶ 3.2, 4.5, and in any attachment hereto, and (c) Buyer shall be deemed to represent to Seller that (i) Buyer has concluded whatever feasibility studies it desires in accordance with ¶4.1.1 or otherwise; and (ii) Buyer is satisfied with the condition of title except as timely objected to pursuant to ¶3.2.

4.2 Studies and Reports. Copies of all reports, studies, and analyses, including environmental audits, ("Reports") obtained or prepared by Buyer relating to the Property shall be promptly delivered to Seller.

### 4.3 Seller's Representations and Warranties.

4.3.1 Representations and Information provided to Buyer. Seller's Representative(s) is/are Phoenix Realty Group. Seller's responsibilities under this Agreement extend only to information or documents that Seller's Representative(s), without investigation or inquiry of any kind, are personally aware of or have in their direct possession, and not information or documents Seller may have in its possession generally. Seller has not given any person or entity an option, right of first refusal, or other right to purchase the Property. To Seller's knowledge, there is no material litigation concerning the Property. Excepting appraisals, internal memoranda, valuation documents and similar documents, Seller shall promptly make available to Buyer for inspection and copying copies of all surveys, title insurance policies, plans, specifications, certificates of occupancy, permits, and licenses related to the construction, occupancy, or use of the Property, and copies of all contracts relating to operation of the Property, such as service and/or maintenance contracts and management agreements ("Contracts"). After the Contingency Removal Date, Seller shall not, without Buyer's prior written consent, extend or modify any Contract or enter into any new Contracts unless cancelable on not more than thirty (30) days' notice. Seller will also

provide notice to Buyer of any asbestos-containing building material, or disposals or releases of hazardous wastes, on or from the Property. All information and documents provided by Seller, which are without warranty of any kind whatsoever, are subject to the nondisclosure requirements of ¶4.2, and all copies shall promptly be returned to Seller if the transaction under this Agreement fails to close for any reason.

4.3.2 No Warranties. No representation, warranty, agreement, or promise, if any, made by any person acting on behalf of Seller which is not contained in this Agreement shall be binding on Seller. Buyer agrees that Seller is not responsible for the acts and/or omissions of predecessors in title or management of the Property before Seller's acquisition of the Property. Except for those warranties and representations expressly set forth in this Agreement, Buyer understands that the sale provided for herein is made without any warranty by Seller, express or implied, as to the Property's development potential or zoning, the quality of the labor and/or materials included in any of the improvements, the nature, size, or quality of the Property or fitness for any particular purpose, the accuracy of any provided plats or plans, the Property's compliance with applicable laws, regulations, or codes, or the presence or suspected presence of underground storage tanks, piping, or hazardous wastes or substances on or about the Property or groundwater, including asbestos-containing material or lead-based paint.

4.4 AS-IS WHERE-IS Purchase. Buyer acknowledges that Buyer has inspected the Property and any improvements, and that Buyer agrees to purchase the Property in its AS-IS, WHERE-IS condition WITH ALL FAULTS, whether or not specifically raised herein or by attachment, without recourse, liability, or indemnification of any type from Seller. In no event shall the Purchase Price be reduced or the sale rescinded if the Property fails to correspond to the standard expected, or if Buyer's costs associated with its study and/or use of the Property exceed projections.

4.5 Damage or Destruction. In the event that destruction or damage exceeding normal wear and tear occurs to the Property prior to Closing, Seller may, at its sole option, elect to restore the Property to its condition prior to said damage or destruction, or to such lesser condition acceptable to Buyer. If Seller does not so restore the Property, Buyer may elect to terminate this Agreement, in which case the Total Deposit shall be returned to Buyer and neither party shall have any rights against or obligations to the other party except Seller's rights to indemnification under Article 5 and its rights to documents under ¶¶ 4.2, 4.3.1, and in any attachments hereto. If Seller restores the Property, or if Buyer elects not to terminate despite Seller's non-restoration, the Agreement shall continue in full force and effect, with no reduction in Purchase Price, except that Closing shall be extended to allow for any restoration by Seller.

## ARTICLE V INDEMNIFICATION

5.1 Buyer's Compliance. Buyer agrees to comply with all laws, regulations, and orders of government agencies pertaining to the presence or suspected presence of hazardous wastes or materials, including petroleum products, on or about the Property or groundwater. To extent allowed by Florida Law, Buyer shall indemnify Seller from and against all claims, liens, costs (including attorneys' fees), liabilities, damages, or losses (collectively, "Claims") arising out of or in any way connected, directly or indirectly, with Buyer's acts or omissions in investigating the Property pursuant to Paragraph 4.1.1 prior to transfer of title. To extent allowed by Florida Law, Buyer shall also indemnify Seller from and against any claims arising out of or in any connected, directly or indirectly, with Buyer's acts or omissions with respect to the Property following transfer of title.

5.2 Buyer's Waiver of Claims. Buyer agrees that Seller shall not be liable to Buyer or its successors or assigns on account of any errors, omissions, or construction defects ("Errors") for work performed by contractors and consultants in connection with the Property. Seller hereby assigns to Buyer, effective upon Closing, any and all claims, under contract, tort, or otherwise, it may have for any such Errors, and Buyer agrees to look solely and directly to Seller's contractors or consultants for any relief for such Errors.

## ARTICLE VI CLOSING

6.1 Brokers. Buyer identifies (None), and Seller identifies Phoenix Realty Group, as their respective brokers. Each party is fully responsible for compensating its own broker.

6.2 Closing. As of the Closing Date in Article 1, Buyer shall secure its own insurance, have all utilities transferred to its name, and assume all other responsibilities of ownership, including, without limitation, responsibility for utility payments, taxes and assessments, and for personal injury, property damage, or any loss or damage of any type which relate to the Property.

6.3 Closing Agent. The parties name \_\_\_\_\_ to serve as Escrow Holder or Closing Agent ("Agent"). On the Closing Date, the Agent shall record the deed in accordance with local law, and shall provide Seller, by Agent's certified or cashier's check, the balance of the purchase price, less any charges as provided under this Agreement.

6.4 Closing Documents. On or before the Closing Date, the parties will deliver the following documents and payments to the Agent:

- (a) Seller shall deliver a Deed conveying the Property in accordance with the Agreement.
- (b) Seller shall deliver an executed assignment of the Leases, if any.
- (c) Seller shall deliver an executed assignment of all Contracts which Buyer has elected to assume, if any.
- (d) Buyer shall provide the balance of the Purchase Price, and execute all documents executed by Seller that assign Leases and Contracts to Buyer.

6.5 Further Documents. Seller and Buyer hereby instruct the Agent to use the Agreement as closing instructions. Each party shall perform such other actions or deliver such other documents, including additional closing instructions, as may be reasonable and necessary to complete the sale under the Agreement. Terms of the Agreement shall prevail over any inconsistent additional instruction, unless the inconsistency is waived by Buyer and Seller in writing.

6.6 Prorations. All items of income and expense, including taxes and assessments, if any, shall be prorated as of the date of Closing. Expense items that may not be able to be determined as of the Closing Date, including, but not limited to, assessments and water and sewer charges, shall be prorated based on the prior month's or year's amount or on other available information. Adjustments shall be made by the parties after Closing when the actual expenses become known.

6.7 Costs. The Agent's fees shall be shared equally by Buyer and Seller. Buyer's share of such fees shall be deducted from any refund of the Total Deposit under §§ 3.2, 4.5, or by attachment hereto. Buyer agrees that Seller is not responsible for any other costs related to this transaction, including, without limitation, title evidence and costs, property surveys, insurance of any kind, taxes, recording fees and stamps, or environmental assessments, which costs shall not be credited towards the purchase price.

6.8 Seller's Personal Property. Seller's personal property and equipment, or Seller's fixtures as may be described by attachment, are not included in this Agreement, and shall be removed by the Closing Date unless a later date is mutually agreed upon, which agreement shall not be unreasonably withheld.

6.9 Other Covenants. Covenants for preserving the Property's historic features, or with regard to wetland or floodplain requirements, if applicable, are described by attachment, and shall be made part of the deed.

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



**ARTICLE VII  
GENERAL PROVISIONS**

7.1 Amendments. This Agreement may only be amended by a written document that expressly refers to this Agreement and that is signed by both parties.

7.2 Entire Agreement. This Agreement: (i) integrates all terms and conditions mentioned herein and in all amendments, (ii) supersedes all oral negotiations and prior writings with respect to the subject matter hereof, and (iii) is intended by the parties to be the complete and exclusive statement of the terms agreed to by the parties.

7.3 Authority to Execute. Buyer and Seller represent, and Buyer shall attach to this Agreement documentary evidence thereto, that the person executing this Agreement on their behalf is fully authorized to do so and to bind the respective party to the terms herein. As part of the attachment, Buyer shall indicate how it operates; e.g. as an individual, partnership, or corporation.

7.4 Notices. Any notices required by this Agreement shall be effective if made in writing and either delivered directly; sent by certified or registered mail, return receipt requested; or sent by USPS Express Mail to the following:

Buyer:

\_\_\_\_\_  
Attention:  
Address:  
Telephone:  
Facsimile:

Seller:

United States Postal Service  
Attention:  
Address:  
Telephone:  
Facsimile:

All notices shall be deemed received on the date of the return receipt or acknowledgment of delivery.

7.5 Assignment. Any assignment by Buyer without the prior written consent of Seller, which Seller may grant or withhold in its sole and absolute discretion, shall be null and void. At Seller's election, any such purported assignment shall constitute a default by Buyer, for which Seller may terminate this Agreement, and, notwithstanding ¶¶ 3.2, 4.5, and any attachment, retain the Initial or Total Deposit, as the case may be, as liquidated damages in accordance with ¶ 7.10.

7.6 Survival of Agreement. The terms, conditions, indemnifications, representations, and warranties contained in this Agreement shall survive the Closing, and shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

7.7 No Recordation. No document relating to the subject matter hereof shall be recorded without the prior written approval by Seller.

7.8 Governing Law. This Agreement shall be governed and interpreted in accordance with federal law and, if applicable, the law of the state of Florida.

7.9 Construction. Seller and Buyer acknowledge that each party has reviewed this Agreement and that the normal rule of construction which provides for ambiguities to be resolved against the drafting party shall not apply to the interpretation of this Agreement. It shall be construed neither for nor against Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

7.10 Damages. In the event the sale of the Property does not close as provided herein because of a default of Buyer, Seller may terminate all rights of Buyer to purchase the Property, and, as Seller's sole

remedy for such default, Seller shall receive and retain the Total Deposit as liquidated and agreed upon damages. Buyer and Seller understand the impracticality and difficulty of fixing Seller's actual damages in the event of such default, and that the parties therefore agree that the Total Deposit represents a reasonable estimate of the actual damages which Seller would incur. In the event of breach by Seller, Buyer shall be limited to money damages that it can demonstrate Buyer has suffered as a result of such breach. This provision does not limit any obligations or indemnities of the parties contained elsewhere in this Agreement.

7.11 Disputes. Seller and Buyer agree to mediate all disputed issues, and to make a good faith effort to resolve same, prior to filing a legal or administrative action. The parties shall mutually agree on the mediator, and shall share equally all costs of the mediation. Any resolution signed by both parties resulting from the mediation shall be final and binding on the parties subject to the limitations of federal law and, if applicable, Florida law.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

BUYER:

Date: \_\_\_\_\_

By: \_\_\_\_\_

SELLER: United States Postal Service

Date: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A parcel of land, in Government Lot 7, Section 27, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For point of reference, commence at the point of intersection of the Southerly boundary line of said Government Lot 7, with the Easterly right of way line of State Road A-1-A, and run N-3 degrees 55' 30" W., along said right of way line, a distance of 500.00 feet to a point; run thence N-86 degrees 04' 30" E. a distance of 120.00 feet to a point of curvature; run thence along the arc of a curve, concave Southwesterly and having a radius of 175.00 feet, a chord distance of 35.17 feet to a point for point of beginning, the bearing of the aforementioned chord being S-88 degrees 09' 24" E.

From the point of beginning thus described, continue along the arc of said curve, a chord distance of 221.36 feet to a point of reverse curvature, the bearing of the aforementioned chord being S-43 degrees 09' 24" E.; run thence along the arc of a curve, concave Northeasterly and having a radius of 125.00 feet, a chord distance of 98.02 feet to a point, the bearing of the aforementioned chord being S-27 degrees 00' 35" E.; run thence S-39 degrees 54' 21" W., a distance of 48.28 feet to a point; run thence S-86 degrees 04' 30" W., a distance of 145.00 feet to a point; run thence N-3 degrees 55' 30" W., a distance of 296.46 feet to the point of beginning.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land, in Government Lot 7, Section 27, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For point of reference, commence at the point of intersection of the Southerly boundary line of said Government Lot 7, with the Easterly right of way line of State Road A-1-A, and run N-3 degrees 55' 30" W. along said right of way line, a distance of 505.77 feet to a point; run thence along said right of way line and along the arc of a curve, concave Southwesterly and having a radius of 1,819.12 feet, a chord distance of 29.23 feet to a point for beginning, the bearing of the aforementioned chord being N-4 degrees 23' 07" W.

From the point of beginning thus described, run N-86 degrees 04' 30" E., a distance of 85.24 feet to a point of curvature; run thence along the arc of a curve, concave Southwesterly and having a radius of 210.00 feet, a chord distance of 71.02 feet to a point, the bearing of the aforementioned chord being S-84 degrees 11' 25" E.; run thence S-3 degrees 55' 30" E., a distance of 26.53 feet to a point; run thence along the arc of a curve, concave Southwesterly and having a radius 175.00 feet, a chord distance of 221.36 feet to a point of reverse curvature, the bearing of the aforementioned chord being S-43 degrees 09' 24" E.; run thence along the arc of a curve, concave Northeasterly and having a radius of 125.00 feet, a chord distance of 98.02 feet to a point, the bearing of the aforementioned chord being S-27 degrees 00' 35" E.; run thence N-39 degrees 54' 21" E., a distance of 40.00 feet to a point; run thence along the arc of a curve, concave Northeasterly and having a radius of 85.00 feet, a chord distance of 66.66 feet to a point of reverse curvature, the bearing of the aforementioned chord being N-27 degrees 00' 35" W.; run thence along the arc of a curve, concave Southwesterly and having a radius of 250.00 feet, a chord distance of 153.55 feet to a point of tangency, the bearing of the aforementioned chord being N-48 degrees 55' 30" W.; run thence S-86 degrees 04' 30" W., a distance of 86.32 feet to a point in said Easterly right of way line of State Road A-1-A; run thence along said right of way line and along the arc of a curve, concave Southwesterly and having a radius of 1,819.12 feet, a chord distance of 40.01 feet to the point of beginning, the bearing of the aforementioned chord being S-5 degrees 28' 33" E. The land thus described contains 23,508 square feet, more or less.