

RESOLUTION NO. 2008- 280

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT AMONG THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THE ST. JOE COMPANY AND THE MAIN STREET COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Joe, the CDD and the County, on behalf of the Parks Department, in an effort to promote and ensure the efficient and effective development of the Park Property and the park facilities, have agreed to certain undertakings as more particularly described in this MOU.

WHEREAS, the County, St. Joe and the CDD wish to enter into a new Memorandum of Understanding, In exchange for a commitment by St. Joe to provide Park Property to the County earlier than required by the Development Order, and a commitment by the CDD to provide the design, landscape design, master planning, permitting, engineering and construction management services to develop and construct the park facilities, the Parks Department agrees to certain standards of service for the operation and maintenance of the park facilities.

WHEREAS, the MOU between St. Johns County, St. Joe and the Main Street Community Development District, for operation of Rivertown Fields, establishes the rights, duties, and responsibilities of both St. Joe, CDD and County with respect to providing services and operating the Rivertown Fields; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Memorandum of Understanding; **attached hereto, and incorporated herein**; and

WHEREAS, the County has determined that accepting the terms of the Memorandum of Understanding and entering into said Memorandum of Understanding will serve the interests of the County.

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Memorandum of Understanding **among** the Board of County Commissioners of St. Johns County, Florida (on behalf of St. Johns County, Florida), the St. Joe Company and The Main Street Community Development District, and authorizes the Chairperson of the Board of County Commissioners of St. Johns County, Florida to execute the Memorandum of Understanding on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 30th day of September, 2008.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

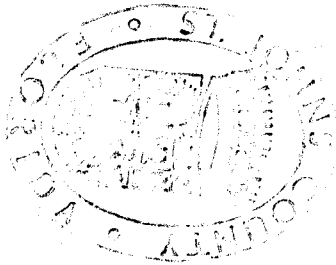
Attest:

Ram Halterman  
Deputy Clerk

By:

Thomas Manuel  
Thomas Manuel, Chair

RENDITION DATE 10/1/08



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between **THE ST. JOE COMPANY**, a Florida corporation or a related entity ("St. Joe"), **THE MAIN STREET COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes (the "CDD") and St. Johns County, Florida ("County"), a political subdivision, on behalf of **ST. JOHNS COUNTY PARKS AND RECREATION DEPARTMENT** (the "Parks Department") as of the \_\_\_ day of \_\_\_\_\_, 2008, and to run for a period of fifteen years unless revised or renewed by consent of all parties.

### RECITALS:

A. The purpose of this MOU is to document certain arrangements between the parties relating to that certain real property within the RiverTown master-planned community in northwest St. Johns County (the "Community") to be used for park purposes. The parties intend that St. Joe will provide approximately One Hundred (100) acres of land, more particularly described on attached Exhibit "A" (the "Park Property") to the County, upon which the CDD will develop and construct certain recreational facilities outlined by the Development Order for the RiverTown Development of Regional Impact (the "Development Order"). Upon dedication of the Park Property to the County, the Parks Department shall operate and maintain the Park Property and park facilities for the benefit of residents within the Community and the general public.

B. In exchange for a commitment by St. Joe to provide Park Property to the County earlier than required by the Development Order, and a commitment by the CDD to provide the design, landscape design, master planning, permitting, engineering and construction management services to develop and construct the park facilities, the Parks Department agrees to certain standards of service for the operation and maintenance of the park facilities.

C. St. Joe, the CDD and the County, on behalf of the Parks Department, in an effort to promote and ensure the efficient and effective development of the Park Property and the park facilities, have agreed to certain undertakings as more particularly described in this MOU.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, St. Joe, the CDD, and the County, on behalf of the Parks Department, hereby agree as follows.

1. Park Improvements.

a. The CDD will develop and install the following improvements on the western portion of the Park Property as an initial phase: four (4) baseball fields, associated parking facilities, entry road, adequate conduit for lighting the baseball fields, and bathroom/concession facilities (the "Phase 1 Improvements");

b. The CDD will develop and install the following improvements on the eastern portion of the Park Property as a second phase: four (4) multi-purpose fields, associated

parking facilities, and entry road (the "Phase 2 Improvements"); and

c. The Parks Department agrees and acknowledges that the CDD may develop and install the Phase 1 Improvements first in order to deliver the facilities to the County earlier than required in the schedule outlined in the Development Order. The parties understand that this will not require the CDD to commence the Phase 2 Improvements concurrently with the Phase 1 Improvements.

d. The parties agree and acknowledge that the CDD has the right, but not the obligation, to construct and install one or more picnic areas, a tot lot or playground, a dog walk area, one or more tennis courts, and additional parking facilities (the "Optional Improvements"). The CDD can construct and install the Optional Improvements at any time prior to completion of the Phase 2 Improvements. (The Phase 1 Improvements, Phase 2 Improvements and Optional Improvements are collectively sometimes referred to as the "Park Improvements").

2. Completion Schedule. The Phase I Improvements will be completed on or before October 1, 2008 ("Phase 1 Completion Date"). The property for the Phase 1 improvements will be conveyed to the County, at any time after the Phase 1 Completion Date, within sixty (60) days of receipt by St. Joe or the CDD of a request for conveyance by the County. The Phase 2 Improvements will be commenced at the time the first certificate of occupancy is issued to the Community which is anticipated to be on or about November 1, 2008 and shall be completed within two (2) years thereafter, on or about October 31, 2010 ("Phase 2 Completion Date"). The property for the Phase 2 Improvements will be conveyed to the County, at any time after the Phase 2 Completion Date, within sixty (60) days of receipt by St. Joe or the CDD of a request for conveyance by the County.
3. Design of Park Improvements. The parties hereto acknowledge and agree to cooperate with each other to the fullest extent reasonably necessary to accomplish the mutual desire of the parties to cause the successful development of the Park Improvements.
4. Landscaping. The CDD agrees and acknowledges that it shall plant and install the original sodding or sprigging of the grass ground cover at the baseball fields and later the multi-purpose fields developed on the Park Property and the original seeding in all other open areas of the Park Property. The Parks Department acknowledges that upon final acceptance by the County of the Phase I Park Improvements, the Parks Department shall maintain the ground cover and all landscaping at County's cost and expense. In conjunction with this responsibility, the Parks Department shall maintain the irrigation system that is being provided by the CDD in coordination with the Parks Department and related utilities in continuous operation.
5. Materials and Finishes. The parties hereto agree to cooperate with each other to the fullest extent reasonable to devise minimum design guidelines for the Park Improvements, including, without limitation, standards for the scoreboards, paint colors and finishes, signage, general finishes, lighting, site furnishings, plant material, fencing, gates, driveway and parking lot materials and surfaces, irrigation system, etc. The Parks Department shall repair or replace such materials, upon the

County's acceptance of the Park Property and Park Improvements, with materials equivalent to the original. If equivalent materials are not available, the County will make best efforts to match the materials as closely as possible. In the event such replacement materials exceed the Parks Department's standard material costs by more than Five Percent (5%), then the Parks Department shall provide reasonable advance notice to St. Joe and the CDD, and St. Joe or the CDD shall have the right, but not the obligation, to replace such material itself, or to pay the Parks Department the difference in the Parks Department's standard cost and the cost of the upgraded material, so that the Parks Department can replace it with equivalent material.

6. Lighting. The Development Order requires the installation of adequate conduit for lighting the baseball fields. The costs associated with installation of the conduit shall be an expense of the CDD, all other costs associated with installing the lights shall be paid for by the County. The parties have jointly agreed to the County's installation of MUSCO Light-Structure Green System luminaries to ensure that no overflow lighting into the surrounding neighborhoods of the Community.
7. Park and Access Maintenance. The Parks Department shall comply with the Parks Department's typical maintenance schedule for active park facilities similar to the park facilities being developed on the Park Property. Upon conveyance of the Phase 1 Improvements, the Parks Department shall maintain the entrance roadway including mowing of the swales along Swamp Oak Trail for a period of two (2) years from the date of dedication. St. Joe hereby grants a nonexclusive license in favor of the County for this purpose. All costs of utility services and other expenses in connection with the use, operation and maintenance of the park facilities shall be borne by the County. For a period of five (5) years from the date of dedication of the Park Property, the Parks Department shall prior to commencement of material modifications, repairs or additions to any structures, or major changes in operation affecting the Park Improvements give St. Joe and the CDD notice and opportunity to review and comment on the changes.
8. Supplemental Work. At the option of the CDD or St. Joe, the CDD or St. Joe may supplement the Parks Department's operation or maintenance of the park facilities and/or the Park Property, at its sole cost and expense, so long as such maintenance meets or exceeds the Parks Department's operation and maintenance standards. The County hereby grants a nonexclusive license in favor of the CDD and St. Joe for this purpose.
9. Security. In the event the Parks Department designates or permits a person or persons to reside on the Park Property for the purpose of monitoring or securing the Park Property, then St. Joe shall have the right to review and approve the location of such residential and related structures, and the Parks Department shall make good faith efforts to configure such structure in a location that is not visible from the Park Improvements or public roadways. The Parks Department shall take reasonable precautions, including but not limited to, completing a favorable criminal background check on any such persons who may reside on the Park Property.
10. Rights of Use. The parties agree that the policies and procedures for the operation and management of the Park Property, as outlined in the Public Facilities Use Manual for

Sports Organizations and Community Users, shall apply to the Park Property, unless stricter standards are set forth in this MOU, in which case the stricter standard shall govern.

- a. The Parks Department recognizes the right of the residents of the Community to organize and establish an athletic association to govern various athletic teams and sports programs at the Park Property. The Parks Department agrees to provide reasonable guidance to the residents of the Community in the formation of such association(s) if and when such interest is generated. The parties recognize the importance of allowing residents of the Community the ability to use the Park Property as their "home team" fields once an appropriate number of players wish to play on a team in the Community.
- b. The Parks Department agrees to grant St. Joe the use of a limited number of fields for athletic or entertainment events, from time to time, to host such events, upon reasonable advance notice by St. Joe or its agents. Representatives of St. Joe shall complete and process Special Events Permits or other such documentation, as needed, for such events.

11. Sponsorship Program and Advertisement. In an effort to raise revenue for the Park Property, St. Joe and/or the CDD shall have the right to sell initial corporate name sponsorships for each of the four baseball fields ("Sponsorship Program"). The funds raised from the Sponsorship Program shall be applied directly to the park construction project budget for items that are being provided that exceed the Development Order requirements. The County shall have the right to audit the Sponsorship Program to ensure that the Sponsorship Program funds are being applied directly to the park construction. Sponsorships entered into during the Sponsorship Program would be in effect for a period of five (5) years from the date of occupancy by the County. At the end of the five (5) year period, the County may elect to sell the name sponsorships and apply those funds as it wishes for either RiverTown Fields or another park in St. Johns County. The Parks Department shall review and approve the sponsors prior to sponsors names being used on the Park Property. St. Joe shall have the exclusive right to advertise St. Joe real estate sales and mixed-use development throughout the Park Property.
12. Contact Persons. The parties recognize that questions in the day-to-day activities of the park operation and maintenance will arise. The Parks Department Administrator or Director shall advise the CDD and St. Joe in writing of one or more County employees to whom all communications pertaining to the day-to-day activities of the Park Improvements shall be addressed. The CDD and St. Joe shall inform the Parks Department's Director in writing of their respective representatives to whom matters involving the activities shall be addressed.
13. Notices. Any and all notices sent pursuant to this MOU shall be sent by either telecopy transmission (with receipt confirmation), U.S. mail, postage prepaid, return requested, or by receipted overnight national delivery service (e.g., Federal Express), and shall, if not sooner received, be deemed received three (3) business days after deposit in the United States Mail, or one business day after telecopy transmission or receipt by any national delivery service. All notices shall be addressed to each party at the address listed below each party's signature, unless and until such time as a party notifies the

other in accordance with this Section of a change in address.

14. Compliance with Laws. The CDD and the County shall comply with all federal, state, and local laws, regulations and ordinances as they affect the Park Property, specifically including but not limited to, the Conceptual Environmental Resource Permit Number 4-109-21463-2, issued to St. Joe by the St. Johns River Water Management District, and the U.S. Army Corps of Engineers Permit Number SAJ 1989-94771-MRE. The County shall be solely responsible for any compliance or enforcement matters in the event the Parks Department impacts any wetlands or environmentally sensitive areas on or near the Park Property, and the Parks Department shall be responsible for mitigating any such impacts if required by applicable governmental agencies.
15. Cooperation regarding Easements. The parties agree to reasonably cooperate with each other to provide easements or licenses necessary for utilities, access, ingress and egress and pedestrian pathway connectivity.
16. Jurisdiction. This MOU shall be interpreted and construed in accordance with and shall be governed by the laws of the State of Florida. Venue for litigation concerning the MOU shall be in St. Johns County, Florida.
17. No Relationship. Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, partners, joint venturers, or any other similar relationship among the parties hereto.
18. Modification. No modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality of this MOU and executed by the parties.
19. Invalidity. If any provision of this MOU is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this MOU will remain in full force and effect and will be binding upon the parties hereto.
20. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and/or materials, associated with this MOU shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).
21. Headings. The enumeration and headings contained in this MOU are for convenience or reference only and will not control or affect the meaning or interpretation of any of the provisions of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed by their respective duly authorized officers as of the date first above written.

**MAIN STREET COMMUNITY  
DEVELOPMENT DISTRICT, a  
special purpose unit of local government**

**THE ST. JOE COMPANY,  
a Florida corporation**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address:  
14785 Old St. Augustine Road  
Suite 4  
Jacksonville, FL 32258

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address:  
12724 Gran Bay Pkwy West  
Suite 150  
Jacksonville, FL 32258

**ST. JOHNS COUNTY, FLORIDA, a  
Political subdivision of the State of Florida,  
on behalf of the St. Johns County Parks  
and Recreation Department**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address:



**Exhibit A**  
**Legal Description**  
RIVERTOWN BALLPARK  
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE FRANCIS P. FATIO GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 13 (A 100 FOOT PUBLIC ROAD RIGHT OF WAY, AS PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 785) AND THE SOUTHEASTERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 763, PAGE 395 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 39°27'48" EAST, ALONG AND WITH SAID SOUTHEASTERLY LINE AND THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1106, PAGE 977 OF SAID PUBLIC RECORDS, A DISTANCE OF 246.72 FEET TO A POINT ON SAID SOUTHEASTERLY LINE; THENCE SOUTH 89°04'07" EAST, A DISTANCE OF 49.84 FEET TO A POINT; THENCE SOUTH 58°47'42" EAST, A DISTANCE OF 39.91 FEET TO A POINT; THENCE NORTH 63°15'10" EAST, A DISTANCE OF 25.48 FEET TO A POINT; THENCE NORTH 61°05'29" EAST, A DISTANCE OF 21.67 FEET TO A POINT; THENCE NORTH 45°11'31" EAST, A DISTANCE OF 57.15 FEET TO A POINT; THENCE SOUTH 53°01'57" EAST, A DISTANCE OF 58.10 FEET TO A POINT; THENCE SOUTH 55°59'45" EAST, A DISTANCE OF 48.79 FEET TO A POINT; THENCE SOUTH 83°55'12" EAST, A DISTANCE OF 38.82 FEET TO A POINT; THENCE NORTH 73°31'29" EAST, A DISTANCE OF 38.65 FEET TO A POINT; THENCE NORTH 28°24'44" EAST, A DISTANCE OF 30.52 FEET TO A POINT; THENCE NORTH 17°17'53" EAST, A DISTANCE OF 31.69 FEET TO A POINT; THENCE NORTH 40°23'19" EAST, A DISTANCE OF 32.52 FEET TO A POINT; THENCE NORTH 45°31'11" EAST, A DISTANCE OF 43.10 FEET TO A POINT; THENCE NORTH 15°06'20" EAST, A DISTANCE OF 44.00 FEET TO A POINT; THENCE NORTH 48°41'47" EAST, A DISTANCE OF 46.45 FEET TO A POINT; THENCE NORTH 32°54'12" EAST, A DISTANCE OF 43.79 FEET TO A POINT; THENCE NORTH 05°36'38" WEST, A DISTANCE OF 40.22 FEET TO A POINT; THENCE NORTH 38°35'50" WEST, A DISTANCE OF 19.07 FEET TO A POINT; THENCE NORTH 13°17'36" WEST, A DISTANCE OF 36.40 FEET TO A POINT; THENCE NORTH 58°01'21" EAST, A DISTANCE OF 40.61 FEET TO A POINT; THENCE NORTH 45°49'03" EAST, A DISTANCE OF 29.92 FEET TO A POINT; THENCE NORTH 00°20'07" WEST, A DISTANCE OF 33.88 FEET TO A POINT; THENCE NORTH 05°51'17" WEST, A DISTANCE OF 13.87 FEET TO A POINT; THENCE NORTH 51°59'09" WEST, A DISTANCE OF 44.79 FEET TO A POINT; THENCE NORTH 46°42'16" WEST, A DISTANCE OF 19.86 FEET TO A POINT; THENCE NORTH 32°48'36" WEST, A DISTANCE OF 53.53 FEET TO A POINT; THENCE NORTH 43°56'45" WEST, A DISTANCE OF 40.69 FEET TO A POINT; THENCE NORTH 22°02'42" EAST, A DISTANCE OF 49.98 FEET TO A POINT; THENCE NORTH 52°40'08" EAST, A DISTANCE OF 38.61 FEET TO A POINT; THENCE NORTH 45°25'53" EAST, A DISTANCE OF 31.07 FEET TO A POINT; THENCE NORTH 16°16'54" EAST, A DISTANCE OF 27.17 FEET TO A POINT; THENCE NORTH 01°14'25" WEST, A DISTANCE OF 38.59 FEET TO A POINT; THENCE NORTH 12°21'30" WEST, A DISTANCE OF 45.23 FEET TO A POINT; THENCE NORTH 30°16'24" WEST, A DISTANCE OF 19.69 FEET TO A POINT; THENCE NORTH 31°53'23" WEST, A DISTANCE OF 12.20 FEET TO A POINT; THENCE NORTH 39°58'23" WEST, A DISTANCE OF 39.79 FEET TO A POINT; THENCE NORTH 00°06'39" EAST, A DISTANCE OF 38.66 FEET TO A POINT; THENCE NORTH 68°21'46" WEST, A DISTANCE OF 18.02 FEET TO A POINT; THENCE NORTH 75°28'02" WEST, A DISTANCE OF 21.08 FEET TO A POINT; THENCE SOUTH 15°54'52" WEST, A DISTANCE OF 38.63 FEET TO A POINT; THENCE SOUTH 37°13'53" WEST, A DISTANCE OF 34.86 FEET TO A POINT; THENCE SOUTH 59°50'00" WEST, A DISTANCE OF 23.14 FEET TO A POINT; THENCE SOUTH 03°14'08" WEST, A DISTANCE OF 81.39 FEET TO A POINT; THENCE SOUTH 76°00'02" WEST, A DISTANCE OF 28.07 FEET TO A POINT; THENCE SOUTH 68°56'02" WEST, A DISTANCE OF 77.41 FEET TO A POINT; THENCE NORTH 21°35'29" WEST, A DISTANCE OF 36.98 FEET TO A POINT; THENCE SOUTH 52°28'23" WEST, A DISTANCE OF 36.91 FEET TO A POINT; THENCE SOUTH 69°04'31" WEST, A DISTANCE OF 48.66 FEET TO A POINT; THENCE SOUTH 59°18'11" WEST, A DISTANCE OF 47.31 FEET TO A POINT; THENCE SOUTH 81°34'39" WEST, A DISTANCE OF 60.68 FEET TO A POINT; THENCE

SOUTH 39°55'34" WEST, A DISTANCE OF 25.70 FEET TO A POINT; THENCE SOUTH 41°11'16" WEST, A DISTANCE OF 55.28 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2573, PAGE 357 OF SAID PUBLIC RECORDS; THENCE NORTH 51°41'45" WEST, ALONG AND WITH THE NORTHEASTERLY LINE OF LAST SAID LANDS AND THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1296, PAGE 1798, THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1156, PAGE 464 AND THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1370, PAGE 122, ALL IN SAID PUBLIC RECORDS, A DISTANCE OF 993.94 FEET TO THE NORTHEASTERLY CORNER OF LAST SAID LANDS; THENCE SOUTH 89°24'38" WEST, ALONG AND WITH THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 515.25 FEET TO THE INTERSECTION OF SAID NORTHERLY LINE WITH THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 13, SAID POINT ALSO BEING LOCATED ON A CURVE BEING CONCAVE EASTERLY; THENCE ALONG AND WITH SAID EASTERLY RIGHT OF WAY LINE AND ALONG AND AROUND THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,382.69 FEET, AN ARC LENGTH OF 336.07 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°13'52" EAST, 335.24 FEET; THENCE NORTH 12°11'39" EAST, CONTINUING ALONG AND WITH SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 632.74 FEET TO A POINT; THENCE NORTH 78°46'51" EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 62.43 FEET TO A POINT; THENCE NORTH 64°32'40" EAST, A DISTANCE OF 126.83 FEET TO A POINT; THENCE SOUTH 61°00'46" EAST, A DISTANCE OF 109.25 FEET TO A POINT; THENCE SOUTH 54°20'42" EAST, A DISTANCE OF 166.64 FEET TO A POINT; THENCE NORTH 18°46'23" EAST, A DISTANCE OF 59.90 FEET TO A POINT; THENCE SOUTH 80°31'24" EAST, A DISTANCE OF 74.23 FEET TO A POINT; THENCE SOUTH 04°57'40" EAST, A DISTANCE OF 22.74 FEET TO A POINT; THENCE SOUTH 51°17'26" WEST, A DISTANCE OF 58.95 FEET TO A POINT; THENCE SOUTH 26°32'50" EAST, A DISTANCE OF 119.70 FEET TO A POINT; THENCE SOUTH 11°59'46" WEST, A DISTANCE OF 45.18 FEET TO A POINT; THENCE SOUTH 70°26'42" EAST, A DISTANCE OF 56.24 FEET TO A POINT; THENCE NORTH 86°38'09" EAST, A DISTANCE OF 104.23 FEET TO A POINT; THENCE NORTH 77°39'17" EAST, A DISTANCE OF 117.92 FEET TO A POINT; THENCE SOUTH 74°00'10" EAST, A DISTANCE OF 156.43 FEET TO A POINT; THENCE SOUTH 40°20'56" EAST, A DISTANCE OF 55.52 FEET TO A POINT; THENCE NORTH 77°51'50" EAST, A DISTANCE OF 277.52 FEET TO A POINT; THENCE NORTH 73°19'47" EAST, A DISTANCE OF 73.14 FEET TO A POINT; THENCE NORTH 27°28'04" EAST, A DISTANCE OF 148.21 FEET TO A POINT; THENCE NORTH 37°10'51" EAST, A DISTANCE OF 77.81 FEET TO A POINT; THENCE NORTH 18°38'03" EAST, A DISTANCE OF 93.31 FEET TO A POINT; THENCE NORTH 03°46'46" EAST, A DISTANCE OF 62.48 FEET TO A POINT; THENCE NORTH 83°04'44" EAST, A DISTANCE OF 94.49 FEET TO A POINT; THENCE NORTH 52°56'01" EAST, A DISTANCE OF 41.53 FEET TO A POINT; THENCE NORTH 56°09'03" WEST, A DISTANCE OF 83.01 FEET TO A POINT; THENCE NORTH 05°47'28" WEST, A DISTANCE OF 94.62 FEET TO A POINT; THENCE NORTH 28°04'32" WEST, A DISTANCE OF 68.64 FEET TO A POINT; THENCE NORTH 84°31'09" WEST, A DISTANCE OF 51.10 FEET TO A POINT; THENCE NORTH 14°47'25" EAST, A DISTANCE OF 67.87 FEET TO A POINT; THENCE NORTH 62°24'57" EAST, A DISTANCE OF 61.84 FEET TO A POINT; THENCE SOUTH 86°27'03" EAST, A DISTANCE OF 53.00 FEET TO A POINT; THENCE SOUTH 29°21'46" EAST, A DISTANCE OF 35.71 FEET TO A POINT; THENCE SOUTH 11°54'13" EAST, A DISTANCE OF 115.64 FEET TO A POINT; THENCE SOUTH 18°19'45" EAST, A DISTANCE OF 119.59 FEET TO A POINT; THENCE SOUTH 48°40'16" EAST, A DISTANCE OF 66.38 FEET TO A POINT; THENCE SOUTH 14°10'09" EAST, A DISTANCE OF 62.17 FEET TO A POINT; THENCE SOUTH 07°22'31" WEST, A DISTANCE OF 52.95 FEET TO A POINT; THENCE SOUTH 19°07'45" EAST, A DISTANCE OF 43.21 FEET TO A POINT; THENCE SOUTH 58°29'14" WEST, A DISTANCE OF 60.39 FEET TO A POINT; THENCE SOUTH 06°35'51" WEST, A DISTANCE OF 140.93 FEET TO A POINT; THENCE SOUTH 26°40'44" WEST, A DISTANCE OF 28.52 FEET TO A POINT; THENCE SOUTH 24°41'52" EAST, A DISTANCE OF 70.04 FEET TO A POINT; THENCE SOUTH 00°17'39" WEST, A DISTANCE OF 75.75 FEET TO A POINT; THENCE SOUTH 32°28'46" EAST, A DISTANCE OF 105.53 FEET TO A POINT; THENCE SOUTH 06°42'47" EAST, A DISTANCE OF 149.26 FEET TO A POINT; THENCE SOUTH 14°49'20" EAST, A DISTANCE OF 108.09 FEET TO A POINT; THENCE SOUTH 55°00'19" EAST, A DISTANCE OF 49.95 FEET TO A POINT; THENCE NORTH 76°18'21" EAST, A DISTANCE OF 212.52 FEET TO A POINT; THENCE NORTH 63°00'20" EAST, A

DISTANCE OF 70.11 FEET TO A POINT; THENCE NORTH 49°25'57" EAST, A DISTANCE OF 39.34 FEET TO A POINT; THENCE NORTH 25°08'18" EAST, A DISTANCE OF 85.29 FEET TO A POINT; THENCE NORTH 79°31'30" EAST, A DISTANCE OF 226.62 FEET TO A POINT; THENCE SOUTH 05°13'36" EAST, A DISTANCE OF 38.16 FEET TO A POINT; THENCE SOUTH 62°18'01" EAST, A DISTANCE OF 40.82 FEET TO A POINT; THENCE NORTH 86°30'28" EAST, A DISTANCE OF 149.05 FEET TO A POINT; THENCE NORTH 65°23'12" EAST, A DISTANCE OF 258.60 FEET TO A POINT; THENCE SOUTH 73°21'45" EAST, A DISTANCE OF 30.98 FEET TO A POINT; THENCE SOUTH 61°08'28" EAST, A DISTANCE OF 68.08 FEET TO A POINT; THENCE SOUTH 19°27'10" EAST, A DISTANCE OF 140.31 FEET TO A POINT; THENCE SOUTH 39°59'56" EAST, A DISTANCE OF 93.09 FEET TO A POINT; THENCE SOUTH 17°25'56" EAST, A DISTANCE OF 29.71 FEET TO A POINT; THENCE SOUTH 08°59'33" WEST, A DISTANCE OF 151.71 FEET TO A POINT; THENCE SOUTH 24°09'52" EAST, A DISTANCE OF 59.02 FEET TO A POINT; THENCE SOUTH 65°47'44" EAST, A DISTANCE OF 84.68 FEET TO A POINT; THENCE NORTH 26°35'14" EAST, A DISTANCE OF 37.20 FEET TO A POINT; THENCE SOUTH 61°30'28" EAST, A DISTANCE OF 44.07 FEET TO A POINT; THENCE SOUTH 20°34'25" WEST, A DISTANCE OF 28.30 FEET TO A POINT; THENCE SOUTH 29°38'58" EAST, A DISTANCE OF 99.23 FEET TO A POINT; THENCE SOUTH 09°44'18" WEST, A DISTANCE OF 95.03 FEET TO A POINT; THENCE SOUTH 06°54'13" WEST, A DISTANCE OF 101.06 FEET TO A POINT; THENCE SOUTH 24°11'32" EAST, A DISTANCE OF 78.58 FEET TO A POINT; THENCE SOUTH 05°15'21" WEST, A DISTANCE OF 85.16 FEET TO A POINT; THENCE SOUTH 19°06'16" EAST, A DISTANCE OF 38.70 FEET TO A POINT; THENCE SOUTH 23°44'36" EAST, A DISTANCE OF 112.11 FEET TO A POINT; THENCE SOUTH 09°29'15" EAST, A DISTANCE OF 114.40 FEET TO A POINT; THENCE SOUTH 85°36'24" EAST, A DISTANCE OF 58.13 FEET TO A POINT; THENCE SOUTH 34°56'29" EAST, A DISTANCE OF 158.23 FEET TO A POINT; THENCE SOUTH 47°17'13" EAST, A DISTANCE OF 96.33 FEET TO A POINT; THENCE SOUTH 41°07'48" EAST, A DISTANCE OF 81.56 FEET TO A POINT; THENCE SOUTH 54°15'24" EAST, A DISTANCE OF 82.92 FEET TO A POINT; THENCE SOUTH 40°41'40" EAST, A DISTANCE OF 167.85 FEET TO A POINT; THENCE SOUTH 00°03'13" EAST, A DISTANCE OF 242.80 FEET TO THE INTERSECTION OF SAID LINE WITH AFORESAID NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 13; THENCE NORTH 88°59'25" WEST, ALONG AND WITH SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 2,469.47 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,382.69 FEET, AN ARC LENGTH OF 210.22 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°38'05" WEST, 210.02 FEET.

THE ABOVE DESCRIBED LANDS CONTAIN 4,934,388 SQUARE FEET OR 113.28 ACRES, MORE OR LESS, IN AREA.