

**RESOLUTION NO. 2023-500**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA AND TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC (TCDA) AND TWIN CREEKS VENTURES, LLC (TCV) REGARDING A RESOLUTION OF A GOOD FAITH DISPUTE CONCERNING THE RESPONSIBILTIY FOR THE WIDENING OF THE GAP ON CR210 FROM THE WESTERN BOUNDARY OF THE DRI TO C.E. WILSON ROAD AND THE FINANCIAL RESPONSIBILTY FOR SUCH WIDENING; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE COUNTY.**

**WHEREAS**, the County has heretofore approved Resolution 2015-240, being the Development Order for the Twin Creeks DRI, as most recently amended and restated by Resolution 2021-410 (referred to as the “Development Order”); and

**WHEREAS**, the County and TCDA and TCV have a good faith dispute concerning responsibility for the widening of the gap on CR 210 from the western boundary of the DRI to C.E. Wilson Road (the Gap) from two lanes to four lanes; and

**WHEREAS**, the County and TCDA and TCV desire to resolve the dispute and set forth their common understanding and interpretation as to the manner in which construction of the 6-lane roadway will be performed; and

**WHEREAS**, entering into this MOU serves the interest of the County and resolves uncertainties in the best interest of the public and for a public purpose.

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

**Section 1.** The above recitals are incorporated into the body of this Resolution and adopted as findings of fact.

**Section 2.** The Board of County Commissioners of St. Johns County, Florida hereby approves the Memorandum of Understanding between St. Johns County and Twin Creeks Development Associates, LLC (TCDA) and Twin Creeks Ventures, LLC (TCV), and authorizes the County Administrator, or designee, to execute the MOU on behalf of the County, in substantially the same form and format as attached.

**Section 3.** To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**Section 4.** This Resolution shall be effective upon adoption by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 5th day of December, 2023.

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

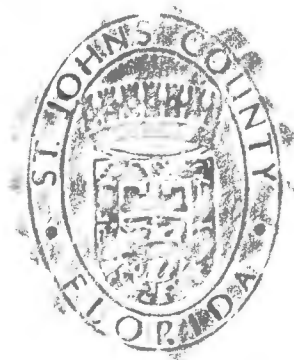
By:   
Sarah Arnold, Chair

**ATTEST:** Brandon J. Patty,

Clerk of the Circuit Court & Comptroller

By: Crystal Smith  
Deputy Clerk

Rendition Date: DEC 07 2023



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company ("TCDA"), whose address is 1 Town Center Road, Suite 600, Boca Raton, Florida 33486, and TWIN CREEKS VENTURES, LLC, a Florida limited liability company ("TCV," and together with TCDA, the "Developer"), whose address is 1 Town Center Road, Suite 600, Boca Raton, Florida 33486 (each of the County and the Developer being hereinafter referred to singularly as a "Party" and collectively the "Parties").

### RECITALS

WHEREAS, the County has heretofore approved Resolution 2015-240, being the Development Order for the Twin Creeks DRI, as most recently amended and restated by Resolution 2021-410(referred to as the "Development Order"); and

WHEREAS, pursuant to Special Condition 25. Transportation of the Development Order, the Developer is responsible, inter alia, for the widening of CR210 from the western boundary of the DRI to C.E. Wilson Road (such portion of CR210 being hereinafter referred to as "the Gap") from two lanes to four lanes, as depicted in those certain Construction Plans prepared by Prosser, Inc. dated March 9, 2016 and approved by County on March 31, 2016 (the "2016 Plans"); and

WHEREAS, subsequent to the approval of the 2016 Plans, the County has determined it prudent and advisable that the widening of the Gap be designed and constructed to accommodate a present or future six lane roadway (the "6-Lane Roadway"), rather than a four lane roadway as depicted in the 2016 Plans; and

WHEREAS, as a consequence of and in connection with the determination described in the preceding recital, the County has heretofore engaged in an on-going process to design the 6-Lane Roadway and to obtain the approval of such design by the St. Johns River Water Management District ("SJRWMD") (hereinafter the "Design & Permitting Process"); and

WHEREAS, as a further consequence of and in connection with the previously described determination, the County has also issued a request for bids as reflected by that certain Invitation for Bids 23-94, together with the attachments thereto (the "Bid Package"), as amended and supplemented by that certain bid package. Parties seeking to perform such work for the County are required to submit bids for the work no later than October 18, 2023, or such date that may be extended by the County. Upon the submission of all qualifying bids, the County will select one of the bidders (the "Awarded Bid") to construct the 6-Lane Roadway described above (the "Bid Process"); and

WHEREAS, a good faith dispute has arisen between the Parties regarding the responsibility for the widening of the Gap and the financial responsibility for such widening,

and the Parties have agreed to resolve such dispute in the manner set forth herein.

WHEREAS, the Parties wish to forever resolve their dispute and to set forth herein their common understanding and interpretation as to the manner in which construction of the 6-Lane Roadway will be performed; and

WHEREAS, entering into this MOU serves the interest of the County and resolves uncertainties in the best interest of the public and for a public purpose.

NOW THEREFORE, in consideration of the mutual obligations set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the County and the Developer agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are adopted as findings of fact and incorporated into the body of this MOU.

2. **Continuation with Ongoing Activities.** The County shall continue with the Bid Process and the design/Permitting Process, both as provided hereinabove.

3. **Drainage Easements.** In connection with the Design/Permitting Process, the Developer shall forthwith grant to the County and cause the Twin Creeks North Community District (the "CDD") to grant to the County easements for drainage and flowage in form and substance reasonably agreeable to both Parties over certain real property owned by such parties and needed for the drainage of portions of the existing CR210 right-of-way and also for the Gap as shown in Exhibit "A" attached hereto.

4. **Developer's Share of Project Costs.**

A. **Construction Costs.**

I. The Parties agree to have the engineering firm of Prosser, Inc. ("Prosser"), the roadway engineer for both the County and the Developer, calculate the description and quantities of construction materials and activities required for the construction of the widening of the Gap in accordance with the 2016 Plans. Any dispute between the Parties with respect to such quantities shall be resolved by Prosser (the "2016 Quantities").

ii. The Bid Form (as described hereinabove) includes all of the same construction materials and processes as Prosser shall include the unit price and/or lump sum price of each of the construction materials and services included within the 2016 Quantities.

iii. Upon the completion of the Bid Process and the announcement of the successful bid in such Bid Process, Prosser shall take the various unit and/or lump sum prices contained in the Awarded Bid for the respective construction materials and services included in the 2016 Quantities, and shall multiply such prices times the corresponding quantities of the various construction materials and services contained within the 2016 Quantities. The resulting sums shall be totaled and the total of all such sums shall be the amount of the Developer's contribution to the Construction Cost (the "Developer's Construction Share").

B. The County shall be responsible for and shall pay all of the Construction Cost in excess of the Developer's Construction Share.

C. Design and Permitting Costs. The County shall be responsible for and shall pay all of the costs associated with the Design and Permitting Process for the six-lane roadway.

D. Maintenance of Traffic Costs. Prior to commencement of construction activities, and after consultation with the party submitting the Awarded Bid, the cost of maintenance of traffic arrangements (“MOT Costs”) for the widening of the Gap shall be allocated between the Parties in a manner to be determined based upon the ratio between the actual MOT Costs and the cost of providing maintenance of traffic arrangement for the widening of the Gap in accordance with the 2016 Plans. All enhancements greater than minimum FDOT MOT standards for a four-lane section shall be the County’s responsibility and cost.

E. Construction Engineering & Inspection Costs.

i. Prosser has provided the Developer with the amount it would charge for monthly construction engineering and inspection services if the Developer were the party performing the construction of the widening of the Gap as depicted in the 2016 Plans which is attached as Exhibit B. Such amount shall be the amount of the Developer’s contribution to the Construction Engineering & Inspection Cost (the “Developer’s E&I Share”).

ii. The County shall be responsible for and shall pay all of the Construction Engineering & Inspection Cost in excess of the Developer’s E&I Share.

F. Utility Relocation Costs. Based upon information obtained by the County during the Design & Permitting process, the following utility companies have facilities located within the right-of-way owned by the County for the 6-Lane Roadway:

1. JEA
2. FPL
3. ATT
4. TECO
5. Lightstream
6. Others

The County will work with all utilities and require all utilities that are not within existing easements to relocate outside the project impact limits at no cost to the County or Developer. Any utility that is currently within an easement located within the six-lane project boundary that have project impacts will be relocated and the cost associated with that relocation will be the County’s responsibility.

Any utility relocation costs that would be required to construct the four-lane section which are not the utilities’ or the County’s responsibility to relocate will be allocated to the Developer portion of the project.

G. Mobilization and Other Miscellaneous Costs

Prior to commencement of construction activities, and after consultation with the party submitting the Awarded Bid, the cost of mobilization and general conditions for the widening of

the Gap shall be allocated between the Parties in a manner to be determined based upon the ratio between the construction cost to construct the 4-lane section in accordance with the 2016 Plans and the total cost for construction the 6-lane section based on the awarded bid prices.

5. **Payment of Developer's Share of Project Costs.** The amount of the Developer's Share of the various Project costs (design and permitting, construction, E&I, utility relocates and mobilization and miscellaneous costs) shall be paid in the following manner:

- I. One-third of the Developer's Share shall be paid within ten (10) Business Days of the Commencement of Construction.
- ii. One-third of the Developer's Share shall be paid within 270 calendar days of the Commencement of Construction.
- iii. One-third of the Developer's Share shall be paid within 540 calendar days of the Commencement of Construction.

6. **Relationship to Development Order.** Except with regard to the provisions of Special Condition 25 of the regarding the actual performance of the widening work for the Gap, nothing in this MOU shall be deemed to constitute an amendment, modification or waiver to the requirements and obligations in the Development Order. All terms, conditions, provisions, requirements, and commitments in the Development Order shall remain in full force and effect.

7. **Entire Agreement.** This MOU constitutes the entire agreement among the Parties with regard to the subject matter hereof and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, among the Parties hereto relating to the subject matter of this MOU except those fully expressed herein and each party agrees that it has not relied on and is not entitled to rely on any statements, promises or representations other than those set forth herein in entering into this MOU. This MOU may not be modified or amended except by the mutual written agreement of the Parties.

8. **Default.** In the event of any default under this Agreement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. In the event that any of the parties to this Agreement institutes legal proceedings in connection with or for the enforcement of this Agreement or any provision hereof, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees, at both trial and appellate levels. The failure to make full and timely payments to the County as set forth in Section 5 above, is considered a material default of this Agreement and the Development Order.

9. **Notice.** Any notices provided pursuant to this Agreement shall be sent to the parties at the following addresses:

County: County Administrator St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

With Copy To: County Attorney St. Johns County

500 San Sebastian View  
St. Augustine, Florida 32084

Developer: TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC  
1 Town Center Road, Suite 600  
Boca Raton, Florida 33486

TWIN CREEKS VENTURES, LLC  
1 Town Center Road, Suite 600  
Boca Raton, Florida 33486

With Copy To: Byron Flagg, Esq.  
Gray Robinson, P.A.  
643 SW 4<sup>th</sup> Avenue, Suite 110  
Gainesville, Florida 32601

10. **Waiver.** The failure of either party to insist upon the strict performance or compliance with any provision of this MOU shall not constitute a waiver or relinquishment of such provision, and all such provisions shall remain in effect unless waived or relinquished in writing and signed by the party against whom the waiver is sought. Any such written waiver or relinquishment shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or relinquishment or the waiver or relinquishment of any future matter.

11. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this MOU, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this MOU, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect, provided that the removal of the voided provision shall not deprive either party of the benefit of its bargain.

12. **Negotiated Agreement.** This MOU was negotiated and prepared by both Parties, with each party having had the opportunity to consult with counsel and advisers of their own choosing. The Parties have agreed to the text of this MOU, and none of the provisions hereof shall be construed against either party on the ground that such party is the author of this MOU or any part thereof.

13. **Relationship of the Parties.** The Parties agree that this MOU does not and shall not be construed as or constitute an agency, partnership, joint venture or other fiduciary or confidential relationship between Developer and the County. In no event shall the Developer be responsible for the work performed by or on behalf of the County in the Design & Permitting Process or in the actual construction of the 6-Lane Roadway.

**IN WITNESS WHEREOF**, the Developer and the County have caused this

Memorandum of Understanding to be executed as of this \_\_\_ day of \_\_\_\_\_, 2023.

	ST. JOHNS COUNTY, a Political subdivision of the State of Florida
	By: _____
ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller	
	TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, A Florida limited liability company
	By: _____
	John T. Kinsey, Manager
	TWIN CREEKS VENTURES, LLC, a Florida limited liability company
	By: _____
	John T. Kinsey, Manager.



Exhibit "A"

Drainage Easement

A PORTION OF BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 1, AS RECORDED IN MAP BOOK 85, PAGES 79 THROUGH 87, INCLUSIVE, A PORTION OF TWIN CREEKS NORTH PARCELS 2 AND 3 - PHASE ONE, AS RECORDED IN MAP BOOK 88, PAGES 52 THROUGH 69, INCLUSIVE, AND A PORTION OF TWIN CREEKS NORTH PARCELS 2 AND 3 - PHASE TWO, AS RECORDED IN MAP BOOK 88, PAGES 70 THROUGH 78, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA:

COMMENCE AT THE NORTHEASTERLY CORNER OF TRACT "L" OF SAID TWIN CREEKS NORTH PARCELS 2 AND 3 - PHASE ONE; THENCE SOUTH  $00^{\circ}31'32''$  EAST, ALONG THE EASTERLY LINE OF SAID TWIN CREEKS NORTH PARCELS 2 AND 3 - PHASE ONE, 38.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $68^{\circ}57'46''$  EAST, 96.30 FEET; THENCE NORTH  $06^{\circ}47'24''$  EAST, 78.52 FEET; THENCE NORTH  $13^{\circ}28'53''$  EAST, 56.31 FEET; THENCE NORTH  $56^{\circ}53'35''$  EAST, 141.38 FEET; THENCE NORTH  $52^{\circ}27'12''$  EAST, 161.42 FEET; THENCE NORTH  $26^{\circ}58'39''$  WEST, 5.69 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 31.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $77^{\circ}52'36''$  WEST, 31.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 169.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $76^{\circ}41'26''$  WEST, 166.90 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 42.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $46^{\circ}26'38''$  WEST, 42.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $34^{\circ}12'03''$  WEST, 66.65 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, AN ARC DISTANCE OF 178.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $07^{\circ}13'35''$  WEST, 172.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 282.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $09^{\circ}41'30''$  WEST, 270.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $39^{\circ}07'55''$  WEST, 202.44 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF

60.00 FEET, AN ARC DISTANCE OF 57.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°54'06" WEST, 54.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°19'42" EAST, 38.75 FEET; THENCE NORTH 73°30'28" WEST, 18.97 FEET; THENCE NORTH 19°26'04" EAST, 63.54 FEET; THENCE SOUTH 71°05'11" EAST, 22.54 FEET; THENCE NORTH 29°55'22" EAST, 34.61 FEET; THENCE NORTH 45°52'56" WEST, 45.81 FEET; THENCE NORTH 44°14'49" EAST, 28.89 FEET; THENCE SOUTH 45°48'38" EAST, 37.82 FEET TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 249.38 FEET, AN ARC DISTANCE OF 77.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°58'50" EAST, 76.92 FEET; THENCE NORTH 37°46'48" WEST, 15.95 FEET; THENCE NORTH 54°23'10" EAST, 63.39 FEET; THENCE SOUTH 35°25'54" EAST, 14.61 FEET; THENCE NORTH 54°34'06" EAST, 136.78 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 465.00 FEET, AN ARC DISTANCE OF 404.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°37'50" EAST, 392.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°41'34" EAST, 116.60 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 83.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°18'30" EAST, 73.86 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 99.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°35'38" EAST, 98.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°06'42" EAST, 37.77 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°46'41" EAST, 26.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 27.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°17'57" WEST, 27.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°02'34" WEST, 193.38 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 422.93 FEET, AN ARC DISTANCE OF 95.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°28'44" WEST, 94.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°54'55" WEST, 165.04 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC

OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 950.00 FEET, AN ARC DISTANCE OF 854.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°08'20" WEST, 826.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°38'14" EAST, 113.77 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 93.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°42'34" WEST, 86.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 51°03'23" WEST, 53.50 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 20.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°58'00" WEST, 20.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°58'39" EAST, 21.39 FEET; THENCE SOUTH 52°27'12" WEST, 178.81 FEET; THENCE SOUTH 56°53'35" WEST, 134.20 FEET; THENCE SOUTH 13°28'53" WEST, 47.18 FEET; THENCE SOUTH 06°47'24" WEST, 68.47 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 60.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°27'12" EAST, 56.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°51'23" EAST, 378.74 FEET; THENCE SOUTH 28°42'33" EAST, 169.40 FEET; THENCE SOUTH 27°16'28" EAST, 324.85 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 81.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°59'07" WEST, 77.84 FEET; THENCE SOUTH 65°50'31" EAST, 53.75 FEET; THENCE NORTH 88°58'35" EAST, 320.34 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 51°03'22" WEST, ALONG LAST SAID LINE, 32.54 FEET; THENCE SOUTH 88°58'35" WEST, 299.14 FEET; THENCE NORTH 65°50'31" WEST, 65.18 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 49.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°18'06" WEST, 48.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°07'31" WEST, 513.31 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 67.59 FEET, AN ARC DISTANCE OF 79.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°20'05" WEST, 74.69 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 37.98 FEET, AN ARC DISTANCE OF 41.79 FEET, SAID ARC BEING SUBTENDED

BY A CHORD BEARING AND DISTANCE OF NORTH 07°43'51" EAST, 39.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 250.12 FEET, AN ARC DISTANCE OF 171.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°36'11" EAST, 168.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°03'01" WEST, 382.98 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 94.41 FEET, AN ARC DISTANCE OF 20.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°12'10" WEST, 20.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,071.18 FEET, AN ARC DISTANCE OF 18.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°50'45" WEST, 18.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 188.71 FEET, AN ARC DISTANCE OF 58.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°13'43" WEST, 58.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 147.22 FEET, AN ARC DISTANCE OF 55.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°52'02" WEST, 54.90 FEET; THENCE NORTH 49°06'50" WEST, 24.40 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 42.39 FEET, AN ARC DISTANCE OF 81.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°15'56" EAST, 69.77 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 22.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°18'14" EAST, 22.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°57'46" EAST, 72.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.59 ACRES, MORE OR LESS.

