INSTRUMENT#: 2012101042 OR BK 4218 PG 1674 PAGES: 9 9/26/2012 12:56:34 PM

NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT

REC FEES: \$78.00 DEED DOC:\$0.70

U.S. Department of Justice United States Marshals Service

UNITED STATES MARSHAL'S DEED

This Indenture, is made and entered into this 25th day of September , 20 12
between the United States Marshal for the District of Middle District of Florida , [hereinafter referred to as
"United States Marshal"] in his official capacity, and REDUS FLORIDA COMMERCIAL, LLC
of the 301 South College Street, Charlotte, North Carolina, 28202-6000
County of Mecklenburg and ***********************************
of the ***********************************
Witnesseth, that on this 8th day of February , 20 12, in the United States Court
for the District of Florida , CASE NO.: 5:10-cv-602 ,
Plaintiff recovered a judgment against COLLEGE STATION RETAIL CENTER, L.L.C.,
Defendant, in the amount of \$_11,832,307 _ plus costs of suit in the amount of \$_*************.
Plaintiff, recovered a judgment against COLLEGE STATION RETAIL CENTER, L.L.C.
That on the 8th day of February , 20 12, the United States District Court for the
District of Middle District of Florida , issued a Writ of Judgment
, directing the United States Marshal to collect that judgment.
That on the 21st day of March , 20 12, the United States Marshal did levy the same Writ upon
a certain tract or parcel, hereinafter described;
That the same tract or parcel of land was first advertised for sale by the United States Marshal according to law, then sold
at a public sale at Lake County Judicial Center, 550 West Main Street, Tavares, Florida 32778 , to
REDUS FLORIDA COMMERCIAL, LLC , who bid the highest and best
bid in the amount of \$ 100.00
Aow therefore, I, William B. Berger, Sr. United States Marshal,
by virtue of my office and according to law, in consideration of \$ 100 in hand paid to me by
Nathan Carney, an assignee of REDUS FLORIDA COMMERCIAL, LLC grant, bargain and sell all right
title, interest and claim which COLLEGE STATION RETAIL CENTER, L.L.C.
Defendant, had in the following tract or parcel of land:
SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF;



TRENAM KEMKER PO BOX 1102 TAMPA FL 33602 To have and to hold, together, with appurtenances thereto, to REDUS FLORIDA COMMERCIAL, LLC, and his/her heirs and assigns.

In Witness Whereof, I have hereby set my hand this 25th day of September 2012.

United States Marshal for the Middle District of Florida

Who Berger

STATE OF FORIDA

COUNTY OF HILISBOROUGH)

I, <u>CHRISTINEE</u>. HORTON, a Notary Public for said County and State, do hereby certify that William B. Berger, Sr., United States Marshal for the Middle District of Florida, whom I recognize as United States Marshal, this day personally appeared before me and acknowledged that he executed this Deed of Conveyance, for the uses and purposes stated therein.

WITNESS my hand and official seal at office, this <u>25</u> day of <u>SEPTEMBER</u>, <u>2012</u>.

My Commission Expires: ///09/2013

(SEAL)

Mustice Ethorthon Notary Public

Notary Public Christine E

Notary Public State of Florida Christine E Horton My Commission DD938965 Expires 11/09/2013

Schedule "A" PROPERTY

All of the real and personal property described in or otherwise encumbered by (i) that certain Amended and Restated Mortgage and Security Agreement executed by College Station Retail Center, L.L.C., a Florida limited liability company ("Borrower") in favor of Wachovia Bank, National Association ("Wachovia"), recorded in O.R. Book 3560 at page 601 of the Public Records of Lake County, Florida (the "Records"), (ii) that certain Amended and Restated Absolute Assignment of Lessor's Interest in Leases and Rents executed by Borrower in favor of Lender, recorded in O.R. Book 3560 at page 623 of the Records, (iii) that certain Assignment of Contracts, Deposits and Plans and Specifications dated as of December 14, 2007, executed by Borrower in favor of Wachovia, (iv) that certain UCC Financing Statement filed with the Florida Secured Transaction Registry as File #200807475813, and (v) that certain UCC Financing Statement recorded in O.R. Book 3560 at page 635 of the Records, including and together with the following:

- (1) All of Borrower's right, title and interest in, to and under the Ground Leases (as hereinafter defined), including without limitation the leasehold estates created by the Ground Leases in and to those certain lands located Lake County, Florida, that are more particularly described in <u>Exhibit "A"</u> attached hereto and by this reference incorporated herein (collectively, the "Land").
- (2) The fee interest in and to all buildings and other improvements now or hereafter erected or otherwise situated on the Land (collectively, the "Improvements").
 - (3) All of Borrower's right, title and interest in, to and under:
 - a. All fixtures, machinery, equipment and other articles of real, personal or mixed property attached to, situated or installed in or upon, or used in the operation or maintenance of, the Land or Improvements, whether or not such real, personal or mixed property is or shall be affixed to the Land;
 - b. All building materials, building machinery and building equipment delivered on site to the Land during the course of or in connection with, any construction, repair or renovation of Improvements;
 - c. All leases, subleases, licenses or occupancy agreements of all or any part of the Land or Improvements, including all extensions, renewals and modifications thereof and all options, rights of first refusal and guarantees relating thereto (collectively, all "Leases"), together with all rents, income, revenues, security or escrow deposits, letters of credit, issues, profits, awards and payments of any kind payable under any Leases or otherwise arising from the Land or Improvements;

- d. All awards and payments of any kind derived from or relating to any Lease, including without limitation claims for recovery of damages to the Land or Improvements by proceeds of any insurance policy or otherwise, claims for damages resulting from acts of insolvency or bankruptcy, lump sum payments for the cancellation or termination of any Lease, awards payable by reason of condemnation action or the exercise of any right of first refusal or option to purchase, and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded;
- e. All contract rights, accounts receivable and general intangibles relating to the Land or the Improvements, or to the use, occupancy, maintenance, construction, repair or operation thereof, together with all bonds and other guarantees of performance associated therewith;
- f. All management agreements, franchise agreements, utility agreements and deposits relating to the Land or Improvements;
- g. All maps, surveys, plans and specifications of, for or relating to the Land or Improvements;
- h. All warranties and guaranties relating to the Land, the Improvements, or any personal property now or hereafter situated thereon or attached thereto;
 - i. All permits, licenses and approvals relating to the Land or Improvements;
 - i. All insurance policies relating to the Land, Improvements or Leases;
- k. All estates, rights, tenements, hereditaments, privileges, easements and appurtenances of any kind benefiting the Land, all means of access to and from the Land, whether public or private, and all water and mineral rights arising out of or related to the Land; and
- I. All proceeds of any of the above-described property, whether cash or non-cash, and including insurance proceeds and condemnation awards.

As used herein, "Ground Leases" collectively means and refers to the following leases:

1. That certain Amended and Partially Restated Lease Agreement (Phase I) dated as of the 4th day of June, 1997, but executed as of December 4, 2003, by and between John P. Adams and Ann D. Adams Family Limited Partnership, as lessor (the "Lessor"), and Borrower, as lessee, as amended by (i) that certain First Amendment to Amended and Partially Restated Lease Agreement dated as of February 9, 2004, between Lessor and Borrower ("First Amendment"), (ii) that

certain Second Amendment to Amended and Partially Restated Lease Agreement dated as of March 3, 2006, between Lessor and Borrower, and (iii) that certain Third Amendment to Amended and Partially Restated Lease Agreement dated as of January 25, 2012, between Lessor and Borrower (collectively, the "Phase I Lease").

The Phase I Lease is further memorialized by that certain Memorandum of Lease recorded in O.R. Book 2520 at page 782 of the Records, as amended by (i) that certain Amendment to Memorandum of Lease recorded in O.R. Book 3117 at page 911 of the Records, which Amendment was corrected by that certain Corrective Amendment to Memorandum of Lease recorded in O.R. Book 4062 at page 526 of the Records, and (ii) that certain Third Amendment to Memorandum of Lease dated as of January 25, 2012, which has been or will be recorded in the Records.

2. That certain Amended and Partially Restated Lease Agreement (Phase II) dated as of the 4th day of June, 1997, but executed as of December 4, 2003, by and between Lessor and Borrower, as lessee, as amended by (i) that certain First Amendment to Amended and Partially Restated Lease Agreement dated as of February 9, 2004, between Lessor and Borrower ("First Amendment"), (ii) that certain Second Amendment to Amended and Partially Restated Lease Agreement dated as of March 3, 2006, between Lessor and Borrower, and (iii) that certain Third Amendment to Amended and Partially Restated Lease Agreement dated as of January 25, 2012, between Lessor and Borrower (collectively, the "Phase II Lease").

The Phase II Lease is further memorialized by that certain Memorandum of Lease recorded in O.R. Book 2532 at page 608 of the Records, as amended by that certain Amendment to Memorandum of Lease dated as of January 25, 2012, which has been or will be recorded in the Records.

Exhibit "A"

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00° 50'10" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, NORTH 89° 22'20" WEST, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00° 50'10" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, SOUTH 89°32'18" WEST, A DISTANCE OF 425.63 FEET TO A POINT; THENCE NORTH 00° 07'55" EAST, A DISTANCE OF 154.64 FEET TO A POINT; THENCE NORTH 08° 42'51" WEST, A DISTANCE OF 44.08 FEET TO A POINT; THENCE NORTH 00° 36'23" EAST, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5° 23'15" AND A CHORD BEARING AND DISTANCE OF SOUTH 75° 55'25" WEST, 18.80 FEET; FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17° 50'14" AND A CHORD BEARING AND DISTANCE OF SOUTH 82° 08'55" WEST, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE NORTH 89°23'37" WEST, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29° 34'22" AND A CHORD BEARING AND DISTANCE OF SOUTH 75°49'12" WEST, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28° 39'43" AND A CHORD BEARING AND DISTANCE OF SOUTH 75° 21' 52" WEST, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE NORTH 89° 23'37" WEST, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89° 32'21" AND A CHORD BEARING AND DISTANCE OF SOUTH 45° 50'12" WEST, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE SOUTH 01° 04'02" WEST, A DISTANCE OF 4.68 FEET TO A POINT; THENCE NORTH 88° 55'58" WEST, A DISTANCE OF 29.95 FEET TO A POINT; THENCE SOUTH 00° 27'13" WEST, A DISTANCE OF 241.47 FEET TO A POINT; THENCE SOUTH 89° 32'18" WEST, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT-OF-WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6° 16'15" AND A CHORD BEARING AND DISTANCE OF NORTH 12°00'53" WEST, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE NORTH 15°09'01" WEST, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15° 45'21" AND A CHORD BEARING AND DISTANCE OF NORTH 07°16'20" WEST, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00° 36'20" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, SOUTH 89° 22'20" EAST. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, SOUTH 00° 34'20" WEST, A DISTANCE OF 261.02 FEET TO A POINT; THENCE SOUTH 89° 23'37" EAST, A DISTANCE OF 5.03 FEET TO A POINT; THENCE SOUTH 00° 57'13" WEST, A DISTANCE OF 70.88 FEET TO A POINT; THENCE SOUTH 89° 33'24" EAST, A DISTANCE OF 360.71 FEET TO A POINT; THENCE NORTH 78° 47'55" EAST, A DISTANCE OF 85.83 FEET TO A POINT; THENCE NORTH 00° 36'23" EAST, A DISTANCE OF 313.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE SOUTH 89° 22'20" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH COMMON AREA #3, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00° 50'10" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, NORTH 89° 22'20" WEST, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT-OF-WAY); THENCE NORTH 89° 22'20" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50 A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, SOUTH 00° 36'23" WEST, A DISTANCE OF 62.17 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22° 31'54" AND A CHORD BEARING AND DISTANCE OF SOUTH 76° 32'14" WEST, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54° 32'17" AND A CHORD BEARING AND DISTANCE OF NORTH 64° 58'36" WEST, 45.88 FEET) FOR AN ARC DISTANCE OF 47.66 FEET TO A POINT; THENCE NORTH 89° 25' 24" WEST, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33° 44'02" AND A CHORD BEARING AND DISTANCE OF

SOUTH 68° 06'12" WEST, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE SOUTH 56° 50'34" WEST, A DISTANCE OF 29.21 FEET TO A POINT; THENCE NORTH 00° 34'20" EAST, A DISTANCE OF 73.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE SOUTH 89°22'20" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 449.48 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PHASE 2A:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00° 50'10" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, NORTH 89° 22'20" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 477.01 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50, SOUTH 00° 36'23" WEST, A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00° 36'23" WEST, A DISTANCE OF 250.97 FEET TO A POINT; THENCE SOUTH 78° 47'55" WEST, A DISTANCE OF 85.83 FEET TO A POINT; THENCE NORTH 89° 33'24" WEST, A DISTANCE OF 360.71 FEET TO A POINT; THENCE NORTH 00° 57' 13" EAST, A DISTANCE OF 70.88 FEET TO A POINT; THENCE NORTH 89° 23'37" WEST, A DISTANCE OF 5.03 FEET TO A POINT; THENCE NORTH 00° 34'20" EAST, A DISTANCE OF 187.75 FEET TO A POINT; THENCE NORTH 56° 50'34" EAST, A DISTANCE OF 29.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33° 44'02" AND A CHORD BEARING AND DISTANCE OF NORTH 68° 06'12" EAST, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE SOUTH 89° 25'24" EAST, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54° 32'17" AND A CHORD BEARING AND DISTANCE OF SOUTH 64° 58'36" EAST, 45.88 FEET) FOR AN ARC DISTANCE OF 47.66 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22° 31'54" AND A CHORD BEARING AND DISTANCE OF NORTH 76° 32'14" EAST, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO THE POINT OF BEGINNING.

PHASE 2B:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00° 50'10" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID

SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, NORTH 89° 22'20" WEST, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY); THENCE SOUTH 00° 50'10" WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH HANCOCK ROAD, SOUTH 89° 32'18" WEST, A DISTANCE OF 425.63 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89° 32'18" WEST, A DISTANCE OF 468.19 FEET TO A POINT; THENCE NORTH 00° 27'13" EAST, A DISTANCE OF 241.47 FEET TO A POINT; THENCE SOUTH 88° 55'58" EAST, A DISTANCE OF 29.95 FEET TO A POINT; THENCE NORTH 01° 04'02" EAST, A DISTANCE OF 4.68 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89° 32'21" AND A CHORD BEARING AND DISTANCE OF NORTH 45° 50'12" EAST, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE SOUTH 89° 23'37" EAST, A DISTANCE OF 129.43 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28° 39'43" AND A CHORD BEARING AND DISTANCE OF NORTH 75° 21'52" EAST, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29° 34'22" AND A CHORD BEARING AND DISTANCE OF NORTH 75° 49'12" EAST, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT; THENCE SOUTH 89° 23'37" EAST, A DISTANCE OF 153.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17° 50'14" AND A CHORD BEARING AND DISTANCE OF NORTH 82° 08'55" EAST, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5° 23'15" AND A CHORD BEARING AND DISTANCE OF NORTH 75° 55'25" EAST, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 00° 36'23" WEST, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTH 08° 42'51" EAST, A DISTANCE OF 44.08 FEET TO A POINT; THENCE SOUTH 00° 07'55" WEST, A DISTANCE OF 154.64 FEET TO THE POINT OF BEGINNING.