

RESOLUTION NO. 02-14

A RESOLUTION AND ORDER OF THE CITY OF DeBARY, FLORIDA GRANTING THE REQUEST FOR THE SECOND MINOR AMENDMENT TO THE DEVELOPMENT AGREEMENT AS PROVIDED BY ORDINANCE NO. 05-98, THE RIVERSIDE AT DEBARY RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD); PROVIDING FOR EXTENSION OF DEVELOPMENT PLANS AND PLATTING DEADLINES; PROVIDING FOR CONDITIONS, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, At the request of Traderscove Corporation, a Delaware corporation (hereinafter "Applicant"), an amendment to the Development Agreement as provided by Ordinance # 05-98 (the "Development Agreement") was heard by and before the City Council, City of DeBary, Florida on the 1st day of May, 2002; and

WHEREAS, Based upon information submitted by the Applicant and other supporting documents, maps, charts, overlays, other evidence and instruments, the advice, report and recommendations of the Growth Management Services Department of Volusia County, counsel to the City of DeBary and other agencies of the City of DeBary and the testimony adduced and evidence received during the hearing on this Resolution, and otherwise being fully advised, the City Council does hereby find and determine as follows:

FINDINGS

- A. Except as expressly modified or amended by this Resolution, the findings and matters contained within Ordinance # 05-98 shall continue in full force and effect for the time period provided by law unless therein shorter periods are provided.
- B. The Applicant has with due diligence proceeded with the submission and seeking of approval of plans, plats, agreements and other matters necessary in order to be able to commence development of the property described in the Development Agreement which was the subject of Ordinance # 05-98.

IT IS HEREBY RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF DeBARY, FLORIDA AS FOLLOWS:

SECTION 1. That this Second Amendment as provided by Resolution No. 02-14 to the Development Order as provided by Ordinance # 05-98 ("First Amendment") is consistent with the City of DeBary Zoning Ordinances, and comprehensive plan, and with respect to any conflict between the City of DeBary Ordinances, as amended, and this Second Amendment, the provisions of this Second Amendment shall govern. The City of DeBary Zoning Ordinance, as amended, shall govern with respect to any matters not covered by this Second Amendment.

SECTION 2. The Applicant has requested this Second Amendment.

SECTION 3. Except as expressly modified by this Second Amendment to the Development Agreement, the terms, conditions and provisions of the Development Agreement contained within or as part of Ordinance # 05-98 shall remain in full force and effect.

SECTION 4. This Second Amendment to the Development Agreement is entered into and effective this 1st day of May, 2002, by and among the CITY OF DEBARY, FLORIDA, a municipality whose address is 137 Charles Richard Beall Boulevard, DeBary, Florida 32713 (hereinafter "City of DeBary"), and TRADERSCOVE CORPORATION, a Delaware corporation whose address is 609 East Pine Street, Orlando, Florida 32801 (hereinafter "Applicant"), and the parties agree as follows:

- A. **Extension of Deadlines.** The timeframes for the completion of the entire subdivision, and the submission of all construction plans and plats, as contemplated by Section C of the "Development Agreement" portion of the DEVELOPMENT AGREEMENT AS PROVIDED BY ORDINANCE No. 05-98, are hereby extended as follows: The development of the entire subdivision shall be completed within 10 years of the date of the execution of this Second Amendment by the City of DeBary, unless extended by agreement between the parties. All construction plans and plats must be submitted to the City of DeBary within 8 years of the execution of this Second Amendment by the City of DeBary.
- B. **Conditions.** Without limiting other conditions and requirements for the development of the property over which this Resolution 02-14 is effective, the continuing effectiveness of this Second Amendment to the Development Agreement and this Resolution No. 02-14 is conditioned upon the: (i) Applicant and the Applicant's successors and assigns complying with that certain Indemnification and Hold Harmless Agreement attached hereto as Exhibit "A"; and (ii) Commencement of construction of the road Improvements referred to in the attached Hold Harmless and Indemnification Agreement no later than commencement of construction of the subdivision Improvements in the subdivision and completion of the road improvements no later than 18 months after commencement of construction of the road Improvements.
- C. **Miscellaneous.** This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Except as hereby amended, the Development Agreement shall remain in full force and effect.

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DONE AND ORDERED this 1st day of May 2002 in an open meeting at DeBary, Florida.

CITY OF DEBARY



Carmen Rosamonda, Mayor

Attest:


Richard Diamond
City Manager

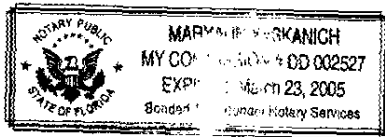
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of MAY, 2002, by Carmen Rosamonda, as Mayor, and attested to by Richard Diamond, as City Manager, of the City of DeBary, a political subdivision of the State of Florida, on behalf of said City.


NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: MARYANN KASIKANICH
Commission No.: DD 002527

My Commission Expires: 3/23/05



TRADERSCOVE CORPORATION

[Handwritten Signature]
Jerome Henin, President

WITNESSES:

[Handwritten Signature]

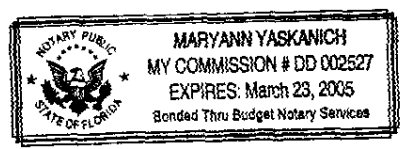
LE NEVOU
Printed or Typed Name

[Handwritten Signature]

RICHARD R. DIAMOND
Printed or Typed Name

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 10th day of May, 2002, by Jerome Henin, in his capacity as President of Traderscove Corporation, a Delaware corporation, on behalf of the corporation.



[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:
MARYANN YASKANICH
Commission No.: DD02527
My Commission Expires: 3/23/05

Exhibit A to Resolution No.02-14

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2002, by TRADERSCOVE CORPORATION, a Delaware corporation authorized to do business in the State of Florida ("Traderscove") to and in favor of the CITY OF DEBARY, a municipal corporation and political subdivision of the State of Florida (the "City");

WITNESSETH:

WHEREAS, the City of DeBary City Council conditionally approved Resolution 01-17 (the "Resolution"), pursuant to which a Maintenance Map is to be recorded in the Public Records of Volusia County, Florida (the "Maintenance Map"), a copy of which Resolution is attached hereto as "Exhibit "A"; and

WHEREAS, the Resolution and proposed Maintenance Map pertain to a right-of-way approximately sixty (60) feet in width, which right-of-way is composed of certain roads commonly known as Fourteenth Avenue, Fourth Avenue and Fort Florida Road (together "the Roads"); and

WHEREAS, in certain areas depicted on the proposed Maintenance Map, the actual area of the Roads, historically maintained by Volusia County and the City, was less than sixty (60) feet wide; and

WHEREAS, the right-of-way of the Roads was first depicted on that certain Plat of ST. JOHNS RIVER ESTATES - UNIT TWO, as recorded in Map Book 27, Page 201 of the Public Records of Volusia County, Florida (the "First Plat"), which First Plat depicted Fourteenth Street as a continuous sixty (60) foot right-of-way; and

WHEREAS, portions of the Roads were subsequently depicted on that certain Plat of TRADER'S COVE UNIT ONE, as recorded in Map Book 32, Page 1 of the Public Records of Volusia County, Florida (the "Second Plat") (the First Plat and Second Plat being collectively referred to as the "Prior Plats"); and

WHEREAS, in connection with the development of the RIVERSIDE AT DEBARY SUBDIVISION, the legal description of which is attached hereto as Exhibit "B" (the "Project"), Traderscove has agreed to develop the entire sixty (60) foot wide right-of-way from Highbanks Road to the northernmost entrance of the Project, a portion of which includes that sixty (60) foot wide right of way depicted on the First Plat, even though the Maintenance Map shows a few areas in the right-of-way which are less than sixty (60) feet wide; and

WHEREAS, Traderscove has also agreed to indemnify the City against any losses, damages and liabilities arising from such development of the right-of-way without regard to the areas in the Maintenance Plat which are less than sixty (60) feet wide, as described above.

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NOW, THEREFORE, in consideration of the aforesaid, and for additional value received, Traderscope and the City agree as follows:

1. Recitals. The recitals set forth above are true and correct in all respects.
2. Improvements to Roads. Traderscope shall, at its cost and expense, improve the entire sixty (60) foot width of the Roads from Highbanks Road to the northernmost entrance to the Project, at the West end of Fourth Avenue, even though the Maintenance Map shows a few areas which are less than sixty (60) feet in width. The aforesaid improvements (the "Improvements") shall consist of all paving, pipes, culverts, and other improvements and construction as shown on those certain Construction Plans for Riverside at DeBary Off-Site Improvements prepared for IPI of Central Florida dated February 16, 2001, prepared by Professional Engineering Consultants, Inc. The Improvements shall be completed on or before eighteen (18) months following commencement of construction subject to force majeure.
3. Indemnification. Traderscope shall indemnify, defend and hold harmless the City against any and all losses, damages, disputes, lawsuits, claims, actions, liabilities, attorney's and paralegals' fees in advance of litigation and for litigation and on appeal, experts' fees and costs, and any other adverse matters arising out of or relating to: (i) the Resolution; (ii) the preparation, acceptance and recording of the Maintenance Map; (iii) the excavating and clearing, and construction of the Improvements, including but not limited to all or any portion of paving, piping, swales, ditches, lines, culverts and any other improvements in any way pertaining to the transportation system or related improvements between Highbanks Road and the northernmost entrance to the Project, at the West end of Fourth Avenue; and (iv) title, occupation, use and possession of all or any portion of the sixty (60) feet wide portion of the Roads by the City, Volusia County and the public.

The foregoing hold harmless, defense and indemnification provisions, include, without limitation, any claims, demands or lawsuits alleging trespass, inverse condemnation, ejection, quiet title, and negligence. Further, in the event the City institutes eminent domain proceedings for the acquisition of any interests within the sixty (60) feet wide portion of the Roads, the Applicant shall pay all attorneys' and experts' fees and costs incurred by or for the City and Volusia County as well as the compensation and attorneys' and experts' fees and costs of those holding any interest within the sixty (60) feet wide portion of the Roads.

By its acceptance hereof, the City acknowledges and agrees that the Improvements to be constructed by Traderscope pursuant to Paragraph 2 of this Agreement are for public purposes and shall be deemed to be constructed for or on behalf of the municipality of DeBary for the purposes of Section 95.361, Florida Statutes, pertaining to roads constructed by a county, a municipality, or the Department of Transportation. At such time as the Improvements have been completed by Traderscope, accepted by the City of DeBary and maintained or repaired

continuously and uninterrupted by the City of DeBary for four years, Traderscove shall prepare and submit to the City a supplemental Maintenance Map pertaining to the entire width of the Roads and all related Improvements constructed pursuant to Paragraph 2 above. If the City elects in its discretion to accept and record or file such supplemental Maintenance Map, the obligations of Traderscove under this Agreement shall thereupon terminate except for as to disputes, lawsuits, obligations, matters or claims asserted prior to the filing of the supplemental Maintenance Map.

4. Remedies. In the event that Traderscove shall breach or be in default of any obligation contained in this Agreement (including but not limited to any failure of Traderscove to pay to the City when due any sum of money required to be paid hereunder), the City shall be entitled to exercise any right or remedy which is authorized or permitted at law or in equity, including, without limitation, the right to require Traderscove to immediately stop all work on all or any portion of the Project and the right to withhold the issuance to Traderscove of any further permits, licenses or approvals with respect to all or any portion of the Project (including but not limited to preliminary and/or final plat approvals, building permits and certificates of occupancy), until such breach or default is cured. Notwithstanding the foregoing, however, any such rights and remedies shall only be asserted or exercised by the City against Traderscove or its successors or assigns, EXCLUDING, however, (i) any Lot-owner, homebuilder or homeowner (other than Traderscove or other developer) which is a bona fide purchaser for value of one or more platted Lots within the Project, and (ii) any mortgagee of all or any portion of the Project so long as such mortgagee does not act as a developer of all or any portion of the Project (i.e., such mortgagee does not both own and develop [or contract for the development of] any portion of the Project, but rather merely (a) holds a security interest in or lien on the Project or (b) holds title as a result of the foreclosure of a mortgage or the acceptance of a deed in lieu of foreclosure, without developing or contracting for the development of any portion of the Project).
5. Development Extensions. The City has considered or approved, or will consider or approve, extensions of the time within which the development of the Project must be completed, and within which all construction plans and plats must be submitted to the City.
6. Miscellaneous. This Agreement may not be revoked, modified, amended, revised or changed in any way whatsoever except in writing duly executed by a duly authorized representative of Traderscove and the City.
7. Successors and Assigns. This Agreement is binding upon and burdens the parties hereto and their respective successors and assigns except as otherwise expressly provided herein.

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IN WITNESS WHEREOF, Traderscope and the City have executed this Agreement in manner and form sufficient to bind them as of the date first above written.

WITNESSES:

X [Signature]
Signature

Y. LE WEVER
Print Name

[Signature]
Signature

RICHARD R. DIAMOND
Print Name

TRADERSCOPE CORPORATION

By: [Signature]
Jerome Henin President

Address: 609 East Pine Street
Orlando, FL 32801

WITNESSES:

[Signature]
Signature

MT BECKER
Print Name

[Signature]
Signature

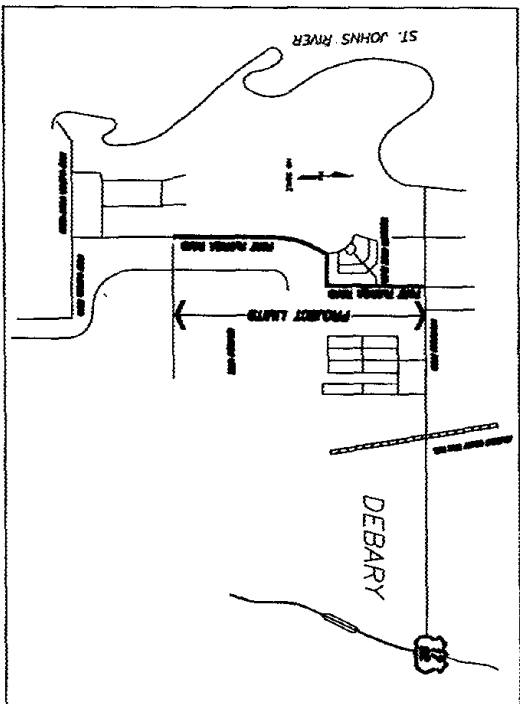
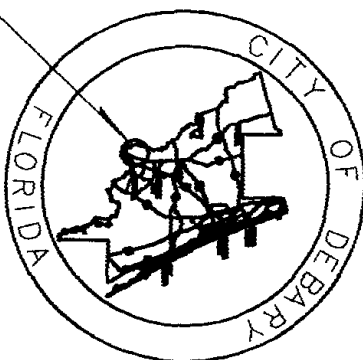
BARBARA J. POULTON
Print Name

CITY OF DEBARY

By: [Signature]
Name: CARMAJ ROSEMONA
Title: MAYOR

Exhibit "A"

CITY OF DEBARY
COUNTY OF VOLUSIA
STATE OF FLORIDA
FORT FLORIDA ROAD
MAINTENANCE MAP
HIGHBANKS ROAD - SOUTH 1.38 MILES



LENGTH OF PROJECT = 1.38 MILES

PLANNING CONTRACT
I HEREBY CERTIFY THAT THE SURVEY, MAPS, AND RECORDS THEREON, INCLUDING THE RECORDS OF THE PLANNING AND RECORDING COMMISSIONERS OF THE COUNTY OF VOLUSIA, FLORIDA, AND THE RECORDS OF THE PLANNING AND RECORDING COMMISSIONERS OF THE COUNTY OF DEBARY, FLORIDA, SHOW THAT THE PROJECT DESCRIBED HEREIN IS IN ACCORDANCE WITH THE PLANNING AND RECORDING ACTS OF THE STATE OF FLORIDA AND THE CITY OF DEBARY, FLORIDA.

DATE OF SURVEY: 6/21/2018
DATE OF MAP: 6/21/2018

PROJECT LOCATION

CERTIFICATE OF APPROVAL BY THE CITY OF DEBARY:
VOLUSIA COUNTY, FLORIDA

THIS IS TO CERTIFY THAT THE PLANNING AND RECORDING ACTS OF THE STATE OF FLORIDA AND THE CITY OF DEBARY, FLORIDA, HAVE BEEN COMPLIED WITH AND THE PROJECT DESCRIBED HEREIN IS IN ACCORDANCE WITH THE PLANNING AND RECORDING ACTS OF THE STATE OF FLORIDA AND THE CITY OF DEBARY, FLORIDA.

City of Debary, Florida

Mayor, Volusia County, Florida

CERTIFICATE OF CLERK

I, JENNIFER GENTRY, Clerk of the City of Debary, Florida, do hereby certify that the foregoing map and record have been filed in the public records of the City of Debary, Florida, and that the same are in accordance with the provisions of Chapter 218, Florida Statutes, and the City of Debary, Florida.

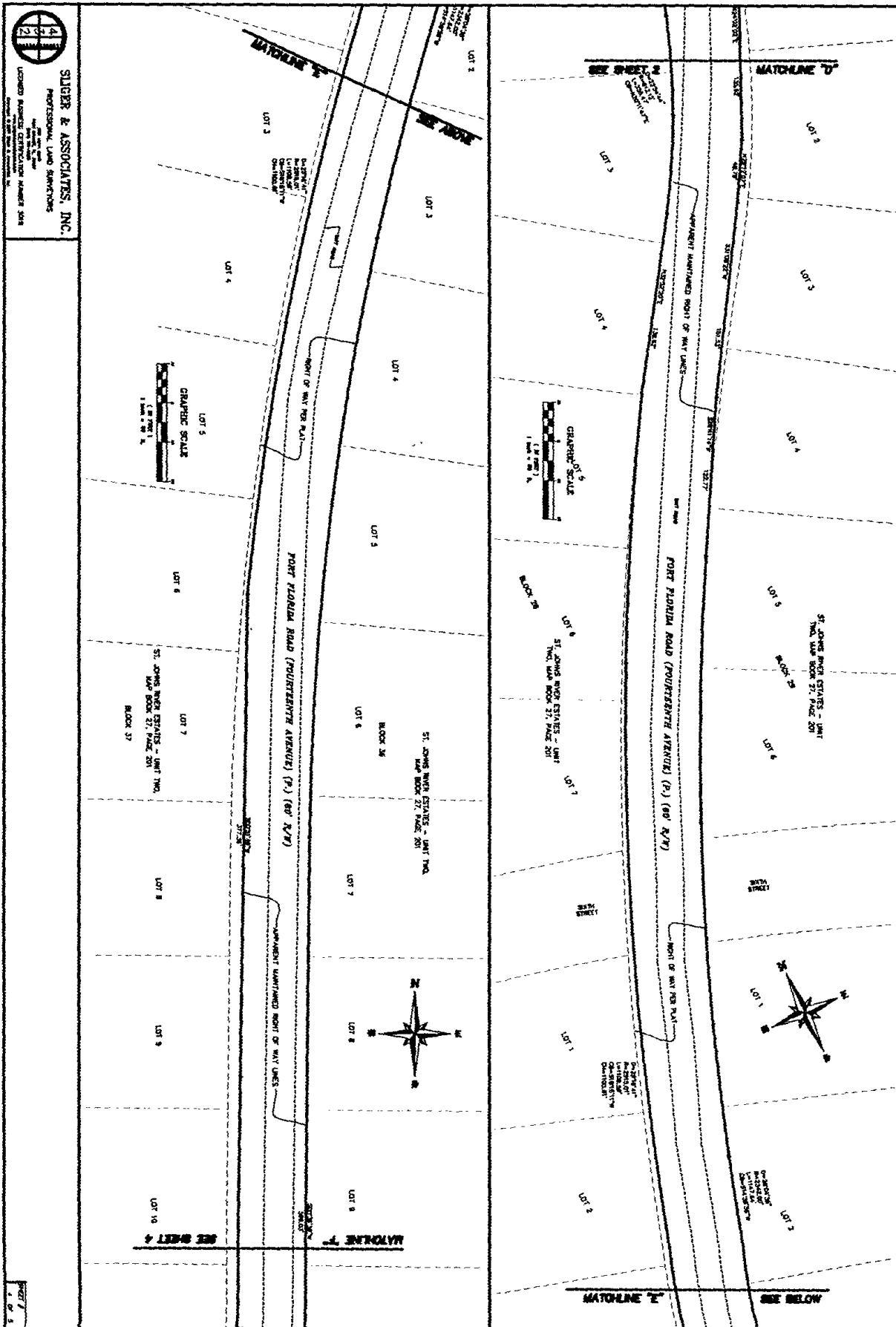
Date of this Certificate: 6/21/2018
City of Debary, Florida

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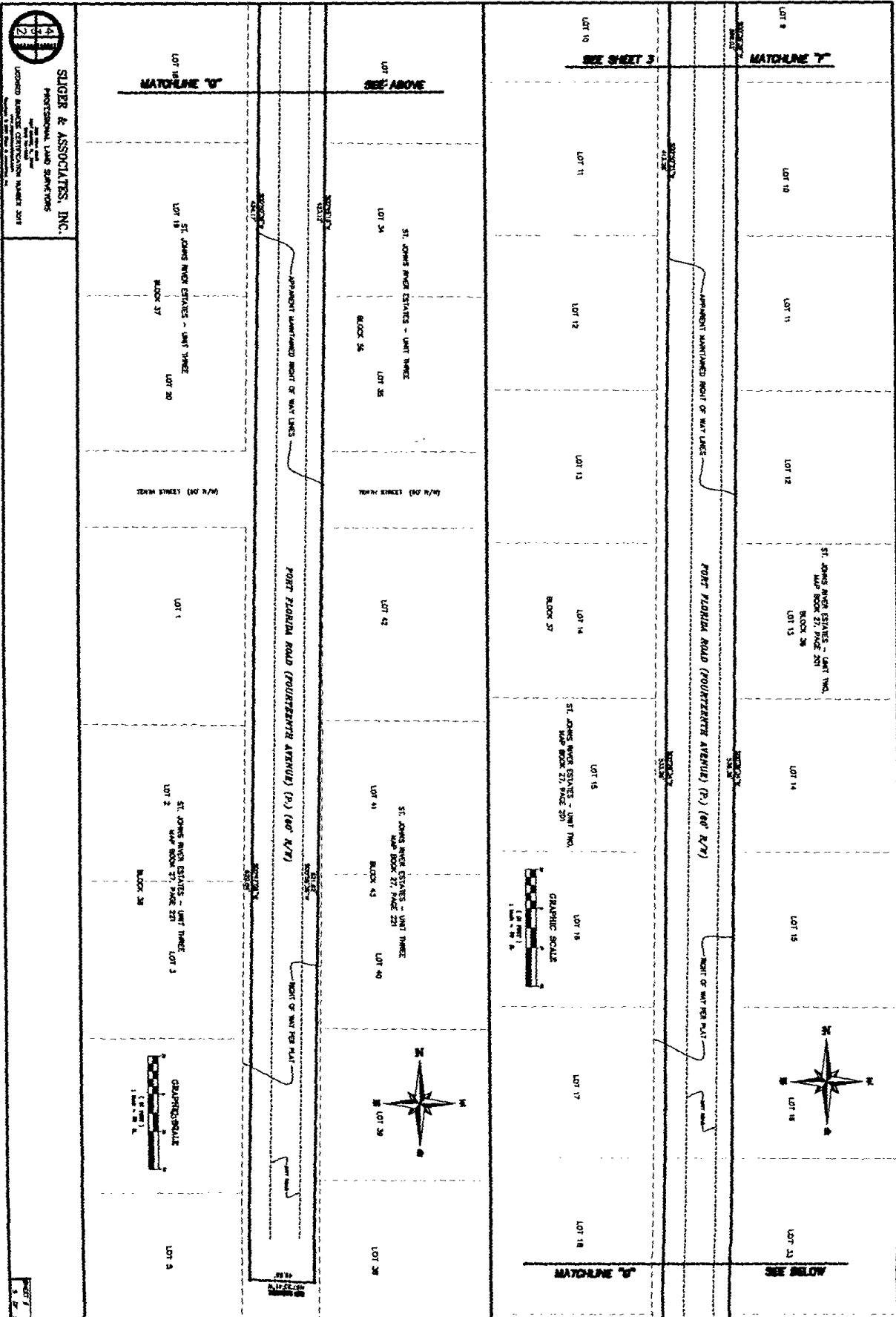
SIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 2018

NO.	DATE	BY	DESCRIPTION
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2	6/21/2018	JG	...
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FORT FLORIDA ROAD
NAME OF HIGHWAY



SILBER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED SURVEY CERTIFICATION NUMBER 3018



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED SURVEYORS
STATE OF FLORIDA
LICENSE NUMBER 3018

Sheet 7
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Exhibit B

DESCRIPTION

Lots 1 through 8, Block 28 and Lots 1 through 17, Block 37, and that portion of Sixth Street lying westerly of the Westerly line of Fourteenth Avenue, St. Johns River Estates - Unit Two, as recorded in Map Book 27, Page 201, of the public records of Volusia County, Florida, together with Lots 18 through 20, Block 37, St. Johns River Estates - Unit Three, as recorded in Map Book 27, Page 221, said public records, and together with a portion of Government Lots 1, 2 and 3, a portion of the Northwest 1/4 of the Southeast 1/4, and a portion of the East 1/2 of the Southwest 1/4, Section 31, Township 18 South, Range 30 East, together with a portion of Section 36, Township 18 South, Range 29 East, and together with a portion of Government Lot 3, Section 6, Township 19 South, Range 30 East, all in Volusia County, Florida, and all being more particularly described as follows:

Begin at the Southeast corner of Lot 20, Block 37, said St. Johns River Estates - Unit Three; N89°43'00"W, along the South line of said Lot 20, 168.00 feet to the Southwest corner of said Lot 20 and the boundary of said St. Johns River Estates - Unit Three; thence along the boundary of said St. Johns River Estates - Unit Three the following 4 courses: S00°40'22"W, 579.80 feet; thence N89°43'00"W, 168.00 feet; thence N00°40'22"E, 12.78 feet; thence N89°19'38"W, 233.82 feet; thence N23°53'00"W, departing said boundary line, 243.25 feet; thence S66°07'00"W a distance of 550.42 feet (more or less) to the Ordinary High Water Line of the St. Johns River; thence along said Ordinary High Water Line the following 150 courses: N35°48'06"W, 24.65 feet; thence N26°32'34"W, 27.49 feet; thence N24°52'32"W, 86.47 feet; thence N27°30'39"W, 46.49 feet; thence N70°42'55"W, 37.04 feet; thence N51°35'36"W, 56.31 feet; thence N34°29'07"W, 62.88 feet; thence N44°08'40"W, 78.14 feet; thence N56°10'23"W, 54.83 feet; thence N57°29'10"W, 44.03 feet; thence N24°46'34"W, 50.54 feet; thence N55°48'51"W, 80.72 feet; thence N29°58'13"W, 92.86 feet; thence N68°04'00"W, 43.11 feet; thence N71°44'50"W, 40.92 feet; thence N10°18'21"W, 25.51 feet; thence N51°19'23"W, 26.90 feet; thence N58°27'49"W, 19.13 feet; thence N42°05'52"W, 37.91 feet; thence N70°04'17"W, 27.03 feet; thence N06°03'45"W, 41.89 feet; thence N68°46'38"W, 21.95 feet; thence N39°09'08"W, 91.43 feet; thence N34°08'21"W, 22.09 feet; thence N43°24'49"W, 5.26 feet; thence N47°00'13"W, 52.63 feet; thence N07°36'02"W, 25.22 feet; thence N74°56'02"W, 36.68 feet; thence N04°02'18"W, 36.37 feet; thence N36°09'31"W, 30.63 feet; thence S77°16'33"W, 18.12 feet; thence N17°46'46"W, 50.78 feet; thence N78°25'24"W, 35.33 feet; thence N17°06'00"W, 18.96 feet; thence N10°58'25"W, 19.03 feet; thence N50°52'53"W, 29.91 feet; thence N35°26'19"W, 50.13 feet; thence N38°00'00"W, 48.26 feet; thence N45°19'38"W, 45.10 feet; thence N00°49'02"W, 16.31 feet; thence S88°54'58"W, 28.59 feet; thence N46°39'49"W, 39.54 feet; thence N35°29'21"W, 33.96 feet; thence N10°36'38"E, 21.86 feet; thence N72°31'38"W, 45.50 feet; thence N44°12'53"W, 58.63 feet; thence N24°47'19"W, 13.57 feet; thence N59°36'01"W, 22.24 feet; thence N15°38'49"W, 23.82 feet; thence N74°28'02"W, 31.22 feet; thence N18°16'36"W, 15.11 feet; thence N34°08'11"W, 43.57 feet; thence N33°56'13"W, 47.98 feet; thence N27°44'28"W, 51.06 feet; thence N41°52'19"W, 21.26 feet; thence S87°48'08"W, 30.87 feet; thence N23°59'46"W, 20.23 feet; thence N31°41'57"W, 14.61 feet; thence N40°55'06"E, 30.20 feet; thence N47°49'37"W, 19.42 feet;

thence N44°11'24"W, 26.23 feet; thence N15°16'27"W, 31.51 feet; thence N57°22'25"W, 23.38 feet; thence N55°47'30"W, 46.25 feet; thence N57°24'48"W, 45.36 feet; thence N65°53'28"W, 20.14 feet; thence N31°25'55"W, 55.01 feet; thence N46°10'44"W, 27.73 feet; thence N45°29'08"E, 26.39 feet; thence N34°41'13"W, 30.66 feet; thence S88°38'23"W, 30.76 feet; thence N35°58'29"W, 48.83 feet; thence N31°53'00"W, 59.56 feet; thence N21°02'49"W, 28.58 feet; thence N32°18'08"W, 22.71 feet; thence N52°22'27"E, 20.57 feet; thence N40°28'02"W, 27.12 feet; thence N70°47'05"W, 25.25 feet; thence N56°31'40"W, 6.31 feet; thence N21°16'19"W, 30.76 feet; thence N46°42'21"W, 27.87 feet; thence N00°39'58"E, 61.73 feet; thence N59°56'57"W, 38.15 feet; thence N36°05'18"W, 38.70 feet; thence N02°45'10"E, 34.38 feet; thence N27°32'03"W, 58.06 feet; thence N06°44'08"E, 24.12 feet; thence N13°09'52"E, 33.26 feet; thence N17°38'02"W, 26.41 feet; thence N74°03'38"E, 31.28 feet; thence N37°14'36"W, 59.92 feet; thence N14°02'32"E, 52.45 feet; thence N28°45'28"E, 53.26 feet; thence N58°35'11"E, 16.44 feet; thence N46°26'46"E, 52.85 feet; thence N88°57'28"E, 41.81 feet; thence S71°19'00"E, 37.51 feet; thence S55°42'26"E, 27.65 feet; thence S66°44'12"E, 144.18 feet; thence S00°39'50"W, 76.80 feet; thence S06°28'52"W, 40.32 feet; thence S04°54'25"E, 43.57 feet; thence S43°10'07"E, 38.97 feet; thence S74°20'38"E, 49.80 feet; thence S52°56'06"E, 33.32 feet; thence S12°35'25"E, 63.32 feet; thence S06°57'11"W, 50.44 feet; thence S02°26'53"E, 50.13 feet; thence S23°31'28"E, 105.69 feet; thence S33°43'36"E, 72.36 feet; thence S13°45'48"E, 108.32 feet; thence S25°38'02"E, 38.92 feet; thence S52°33'21"E, 52.34 feet; thence S66°05'21"E, 58.01 feet; thence S34°18'51"E, 44.54 feet; thence S14°46'27"E, 60.46 feet; thence S77°12'05"E, 15.27 feet; thence N09°58'24"E, 54.20 feet; thence N19°18'16"E, 38.87 feet; thence N89°11'34"E, 99.05 feet; thence N81°42'29"E, 125.01 feet; thence N61°40'02"E, 28.01 feet; thence N51°05'52"E, 82.18 feet; thence N31°22'39"E, 62.52 feet; thence N25°54'08"E, 50.09 feet; thence N25°29'17"E, 30.04 feet; thence N21°35'26"E, 28.53 feet; thence N12°02'42"W, 40.68 feet; thence N24°52'05"E, 60.89 feet; thence N12°17'36"E, 63.50 feet; thence N08°42'12"E, 55.31 feet; thence N21°16'04"E, 72.66 feet; thence N09°03'46"E, 50.04 feet; thence N05°32'06"W, 102.72 feet; thence N01°07'48"E, 60.35 feet; thence N33°32'54"W, 42.22 feet; thence N19°55'00"W, 144.27 feet; thence N27°53'05"W, 78.51 feet; thence N27°30'11"W, 39.55 feet; thence N22°49'07"W, 46.24 feet; thence N34°35'53"W, 31.75 feet; thence N30°12'19"W, 67.95 feet; thence N11°19'54"W, 35.54 feet; thence N28°23'08"W, 57.06 feet; thence N72°57'50"W, 119.27 feet; thence N15°07'03"E, 47.21 feet; thence N37°20'46"W, 43.26 feet; thence N35°47'09"W, 50.63 feet; thence N50°14'06"W, 23.16 feet; thence N19°15'24"W, 35.96 feet; thence departing said Ordinary High Water Line, N11°33'15"E, 49.49 feet; thence N46°45'33"W, 40.25 feet; thence N00°48'50"W, 109.51 feet; thence N16°49'52"E, 111.76 feet; thence N09°03'05"W, 44.59 feet; thence N45°51'46"E, 101.22

feet; thence N15°37'38"W, 67.89 feet; thence N22°31'44"E, 79.99 feet; thence N03°10'48"E, 62.09 feet; thence N46°41'23"E, 101.02 feet; thence N30°43'26"W, 82.09 feet; thence N06°23'34"E, 37.54 feet; thence N39°00'06"E, 37.01 feet; thence N57°45'07"E, 81.00 feet; thence N51°07'45"E, 37.37 feet; thence N43°34'39"E, 42.12 feet; thence N83°33'27"E, 101.37 feet; thence S39°20'44"E, 39.92 feet; thence S23°16'27"E, 45.54 feet; thence S35°12'18"E, 43.36 feet; thence N84°37'02"E, 56.63 feet; thence N81°56'58"E, 47.82 feet; thence N73°56'53"E, 69.85 feet; thence N64°23'41"E, 55.78 feet; thence N63°36'33"E, 45.63 feet; thence S84°40'41"E, 55.43 feet; thence N84°41'58"E, 41.22 feet; thence S79°12'40"E, 9.38 feet; thence N40°52'13"E, 51.18 feet; thence N52°45'28"E, 35.88 feet; thence N69°51'44"E, 41.98 feet; thence N66°51'38"E, 71.23 feet; thence N64°13'08"E, 48.29 feet; thence S89°41'04"E, 69.90 feet; thence N76°05'29"E, 39.29 feet; thence N72°33'49"E, 51.13 feet; thence S88°42'39"E, 26.64 feet; thence N58°07'46"E, 34.43 feet; thence N80°11'49"E, 53.80 feet; thence N88°30'24"E, 31.35 feet; thence N42°21'59"E, 41.21 feet; thence N44°55'22"E, 37.03 feet; thence N29°21'58"E, 16.08 feet; thence N78°59'12"E, 66.09 feet; thence N31°19'56"E, 52.29 feet; thence N79°46'11"E, 69.31 feet; thence S85°41'52"E, 48.62 feet; thence N65°21'21"E, 53.25 feet; thence N59°24'50"E, 57.20 feet; thence N46°00'45"E, 54.48 feet; thence N82°52'01"E, 32.22 feet; thence N58°41'40"E, 42.28 feet; thence N56°34'04"E, 51.95 feet; thence S58°48'35"E, 56.72 feet; thence S87°26'18"E, 48.12 feet; thence S86°06'35"E, 33.35 feet; thence N58°01'29"E, 37.13 feet; thence N67°56'31"E, 37.50 feet; thence N23°01'42"E, 89.77 feet; thence S50°22'02"E, 81.98 feet to the Southwesterly corner of Lot 22, Block 6, Trader's Cove Unit One, as recorded in Plat Book 32, Page 168, said public records; thence S07°26'10"W, along the boundary of said Trader's Cove Unit One, 60.00 feet to the Southwesterly right of way line of Sunrise Drive, a 60 foot right of way as shown on the plat of said Trader's Cove Unit One and to a point on a non-tangent curve to the right having a radius of 430.00 feet, and a central angle of 27°41'52"; thence from a tangent bearing of S82°33'50"E run Easterly along the arc of said curve and said Southwesterly right of way line, 207.87 feet; thence S54°46'24"E, along said right of way line, 313.12 feet to a point of curvature of a curve to the right having a radius of 499.63 feet, and a central angle of 62°34'06"; thence run Southeasterly along the arc of said curve, and said Southwesterly right of way line, 545.61 feet to the Southwest corner of said Trader's Cove Unit One and a point on a non-tangent curve to the right having a radius of 612.12 feet, and a central angle of 26°08'56"; thence from a tangent bearing of S08°14'25"W run Southerly along the arc of said curve and along the Westerly right of way line of Fourteenth Avenue as shown on said plat of St. Johns River Estates - Unit Two, 279.36 feet to a point of reverse curvature of a curve to the left having a radius of 2402.00 feet, and a central angle of 33°46'42", thence run Southerly along the arc of said curve and the Westerly right of way line of said Fourteenth Avenue, 1416.08 feet; thence S00°36'39"W along said Westerly right of way line, 1133.37 feet; thence S00°40'22"W along said Westerly right of way line, 400.00 feet to the Point of Beginning.

Containing 207.94 acres more or less.