

**This instrument prepared by and
return to:**

VINCENT L. SULLIVAN, ESQ.
Chiumento Law, P.L.L.C.
145 City Place, Suite 301
Palm Coast, Florida 32164

TRUE UP AGREEMENT

This TRUE UP AGREEMENT (the "Agreement") executed on this 26th day of June, 2025 by and between **KL Seminole Trace LLC**, a Florida limited liability company (hereinafter the "Developer"), and the **Landings Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (hereinafter the "District").

RECITALS

WHEREAS, the District was established by Ordinance 2022-17, enacted by the City Council of the City of Palm Coast, Florida, effective on September 6, 2022 (the "Ordinance") for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including on-site and off-site roadways, transportation and roadway improvements, traffic signalization and other improvements as authorized by Chapter 190, Florida Statutes, and the Ordinance; and

WHEREAS, the Developer is the owner and/or developer of certain lands as described in Exhibit A attached hereto (the "Property") in the City of Palm Coast, Florida, and located within the boundaries of the District; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is issuing its \$6,085,000.00 of Landings Community Development District Special Assessment Bonds (Southwest Tract – Phase 1) Series 2025 (the "Series 2025 Bonds") to finance the design, construction or acquisition of certain improvements necessitated by development within the Property; and

WHEREAS, the improvements to be constructed with the proceeds of the Series 2025 Bonds include infrastructure as set forth in the Landings Community Development District Second Supplemental Engineers Report to the Capital Improvement Plan (Southwest Tract Phase 1), approved by the District at the June 24, 2025 Board Meeting (the "2025 Project"); and

WHEREAS, the District has taken certain steps necessary to impose special assessments upon the benefitted lands within the Property pursuant to Chapters 170, 190 and 197, Florida Statutes as security for the Series 2025 Bonds; and

WHEREAS, the District's special assessments securing the Series 2025 Bonds were imposed on those benefited lands within the Property (the "Series 2025 Assessments"); and

WHEREAS, as of the date of this Agreement, the Developer owns and has begun developing the Property; and

WHEREAS, Developer agrees that lands within the Property benefit from the timely design, construction or acquisition of the 2025 Project; and

WHEREAS, Developer agrees that the Series 2025 Assessments have been validly imposed and constitute valid, legal and binding liens upon the Property; and

WHEREAS, Developer waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Series 2025 Assessments within 30 days after completion of the 2025 Project; and

WHEREAS, the Supplemental Assessment Methodology for the Southwest Tract – Phase 1, dated June 18, 2025 and the Master Assessment Methodology for the Southwest Tract, dated February 16, 2024 (together, the "Assessment Report"), provides that as the lands within the Property are platted or site plans approved, the allocation of the amounts assessed to and constituting a lien upon the lands within the Property would be calculated based upon certain density assumptions relating to the number of units and lot sizes to be constructed on the developable acres, which assumptions were provided by Developer; and

WHEREAS, the Assessment Report anticipates a mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, those certain assessments allocated and the lien imposed, the amount of such payments being determined generally by a comparison of the acreage, number of units and lot sizes actually platted or having site plan approval within the Property and the amount of remaining debt resulting on the remaining developable lands within the Property as described in the Assessment Report (which payments shall collectively be referenced as the "True Up Payment"); and

WHEREAS, Developer and the District desire to enter into an agreement to confirm Developer's intentions and obligations to make the True Up Payment when due.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. Developer agrees that Resolution No. 2025-04 has been duly adopted by the District. Developer further agrees that the Series 2025 Assessments are a legal, valid and binding lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal and school board taxes. Developer hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2025 Assessments validly established. The District

acknowledges that nothing herein shall be construed to make the Series 2025 Assessments a personal obligation of the Developer, and the District's only recourse for nonpayment of the Series 2025 Assessments and/or a True-Up Payment hereunder shall be the foreclosure of the applicable portion of the Property.

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

A. Assumptions as to Series 2025 Assessments. As of the date of the execution of this Agreement, Developer has informed the District that Developer plans to construct or provide for the construction of lot sizes identified in the Assessment Report— namely, 170 x 50' single family lots, and 111 x 60' single family lots, for a total of 303.20 ERUs.

B. Process for Reallocation of Assessments. As property is platted or final use becomes known, the District will allocate the debt to the property according to the methodology used in the Assessment Report.

In addition, the District will perform a test to determine that there is not a buildup of debt on the balance of un-platted land within the Property consistent with the Assessment Report.

This amount divided by the total acreage of 105.30 equals approximately \$57,787.27 per acre of initial debt. At the time a parcel of land is allocated its appropriate share of the debt per the methodology, the debt per remaining acre of un-platted land is also calculated. If the debt per remaining acre is equal to or less than \$57,787.27 per acre, then no further action is required. But if the resulting debt is higher than \$57,787.27 per acre, the Developer will be required to make a True Up Payment to the District. The amount required is calculated to be the amount sufficient to bring the debt per acre back to \$57,787.27 per acre. Such amount shall be calculated when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the Property.

C. Strict Application. If the strict application of the true-up methodology to any assessment reallocation for the District pursuant to this Section 3 would result in Series 2025 Assessments collected in excess of the District's total debt service obligation on the Series 2025 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the Series 2025 Assessments, or to take other appropriate action authorized by law and in the District's discretion. Further, upon the District's approval of the final plat or site plan for the Property, any unallocated Series 2025 Assessments shall become due and payable and must be paid prior to the District's approval of such plat.

D. True-Up Deferment. In connection with any true-up determination, the Developer may request that such true-up determination be deferred because the remaining undeveloped lands are able to support the development of all of the originally planned units within the Property. To support the request, the Developer shall provide the following evidence for the District's consideration: a) proof of the amount of entitlements remaining on the undeveloped lands within the Property, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the

feasibility of implementing the proposed development plan. Any deferment shall be in the District's reasonable discretion.

SECTION 4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Developer's obligation to abide by the requirements of the reallocation of the Series 2025 Assessments, including the making of the True Up Payment. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. NOTICE. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

- (a) If to Developer: KL Seminole Trace LLC
105 NE 1st Street
Delray Beach, FL 33444
 - (b) If to District: Landings Community Development District
c/o Governmental Management Services – Central
Florida, LLC.
219 East Livingston Street
Orlando, FL 32801
Attn: Jeremy LeBrun, District Manager
Tel: (407) 841-5524
- With a copy to: Chiumento Law P.L.L.C.
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Michael D. Chiumento III, Esq.
Tel: (386) 445-8900

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day.

Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Property, binding upon Developer and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. The Developer shall not transfer any portion of the Property to any third party, without first satisfying any true-up payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement, but only to the extent this Agreement applies to the portion of the Property so transferred. As a point of clarification, and provided that any true-up payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any true-up payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from replatting and is conveyed to a homebuilder is automatically and forever released from the terms and conditions of this Agreement.

SECTION 8. AMENDMENT. This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

SECTION 9. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party.

SECTION 10. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 11. BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing, the Trustee for

the Series 2025 Bonds, acting at the direction of the bondholders thereof, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

SECTION 12. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the State Circuit Court, in and for Flagler County, Florida.

SECTION 14. **PUBLIC RECORDS.** As a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, all documents of any kind, whether made or received by the District or provided to the District in connection with this Agreement may be public records subject to public disclosure in accordance with Florida law.

SECTION 15. **EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

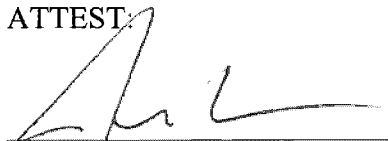
SECTION 16. **EFFECTIVE DATE.** This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[District Signatures Intentionally Omitted to Following Page]

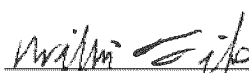
IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

LANDINGS COMMUNITY DEVELOPMENT
DISTRICT

ATTEST:



Jeremy LeBrun, Assistant Secretary

By: 

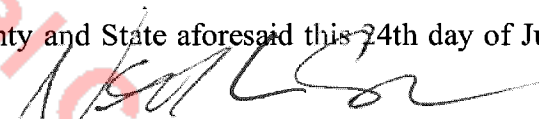
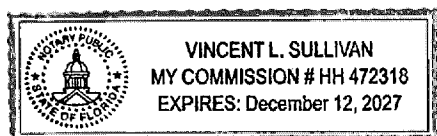
William "Bill" Fife, Its Vice-Chairman

Date: June 24, 2025

STATE OF FLORIDA
COUNTY OF FLAGLER

I hereby certify that on this day, before me, by means of X physical presence or _____ online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally William "Bill" Fife, as Vice-Chairman of the Board of Supervisors of LANDINGS COMMUNITY DEVELOPMENT DISTRICT, to me known to be the person described in and who executed the foregoing instrument and acknowledged before that he executed the same for the purpose therein expressed.

WITNESS my and official seal in the County and State aforesaid this 24th day of June, 2025.

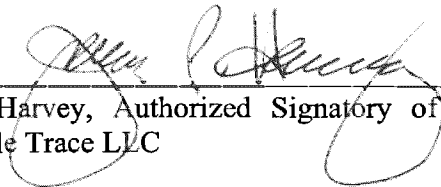


Notary Public

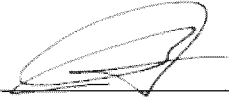
Printed Name: Vincent L. Sullivan

My Commission Expires: 12/12/2027

KL Seminole Trace LLC

By: 
James Harvey, Authorized Signatory of KL
Seminole Trace LLC

ATTEST:

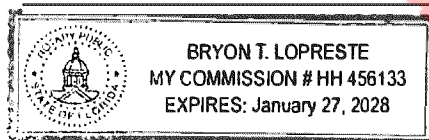


Date: June 12, 2025

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I hereby certify that on this day, before me, by means of X physical presence or _____ online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally James Harvey, Authorized Signatory of KL Seminole Trace LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before that he executed the same for the purpose therein expressed.

WITNESS my and official seal in the County and State ~~aforesaid~~ this 12th day of June, 2025.



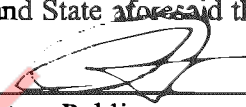

Notary Public
Printed Name: Bryon T. LoPreste
My Commission Expires: 01/27/28

Exhibit A

CASCADES / SOUTHWEST TRACT – PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH $02^{\circ}56'18''$ WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH $72^{\circ}48'27''$ WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH $17^{\circ}11'33''$ WEST, A DISTANCE OF 200.00 FEET; THENCE SOUTH $72^{\circ}48'27''$ WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH $17^{\circ}11'33''$ WEST, A DISTANCE OF 288.37 FEET; THENCE NORTH $30^{\circ}45'57''$ EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH $50^{\circ}34'11''$ EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH $16^{\circ}53'57''$ WEST, A DISTANCE OF 207.43 FEET; THENCE NORTH $26^{\circ}57'36''$ WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH $15^{\circ}17'20''$ WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH $39^{\circ}35'09''$ WEST, A DISTANCE OF 330.89 FEET; THENCE NORTH $26^{\circ}47'41''$ WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $11^{\circ}01'12''$ WEST, 203.83 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 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $00^{\circ}44'46''$ WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $03^{\circ}20'13''$ EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH $86^{\circ}33'58''$ EAST, A DISTANCE OF 276.06 FEET; THENCE SOUTH $09^{\circ}42'36''$ WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $33^{\circ}15'05''$ EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $87^{\circ}45'39''$ WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $86^{\circ}33'58''$ EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH $03^{\circ}26'02''$ EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH $86^{\circ}53'07''$ EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $50^{\circ}33'24''$ EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $10^{\circ}57'01''$ EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE

ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET; THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14" EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 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 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25" EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET,

SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET; THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET; THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET; THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37'43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14" WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET; THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE

LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET; THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.