

AN ORDINANCE approving SWIFT INTERCEPTOR RELIEF SEWER RES. #2425-2011, W.O. #75448 - SUPPLEMENTAL CONSTRUCTION AGREEMENT between AUTUMN RIDGE GOLF COURSE and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the SWIFT INTERCEPTOR RELIEF SEWER RES. #2425-2011, W.O. #75448 - SUPPLEMENTAL CONSTRUCTION AGREEMENT by and between SWIFT INTERCEPTOR RELIEF SEWER RES. #2425-2011, W.O. #75448 - SUPPLEMENTAL CONSTRUCTION AGREEMENT and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for SWIFT INTERCEPTOR RELIEF SEWER RESTORATION: Autumn Ridge Golf Course will perform the restoration on their golf course after our contractor installs approximately 3,000 LF of 30" PVC sanitary sewer

:

involving a total cost of FOUR HUNDRED SIXTY-ONE THOUSAND, TWENTY AND 00/100 DOLLARS - (\$461,020.00). A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

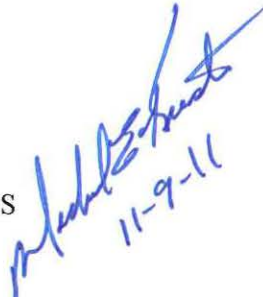
Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

Interoffice Memo

Date: November 9, 2011
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering / ESS
RE: **Swift Interceptor Relief Sewer**
Res. #2425-2011, W.O. #75448



The contractor (golf course) shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "Swift Interceptor Relief Sewer Restoration" as follows: Autumn Ridge Golf Course will perform the restoration on their golf course after our contractor installs approximately 3,000 LF of 30" PVC sanitary sewer.

Implications of not being approved: Autumn Ridge Golf Course has specialized equipment to perform golf course restoration along with the specific knowledge of existing conditions that will need to be met that our contractor does not possess. Our contractors generally do not perform restoration of the type and high level of intricacy that is necessary for a golf course such as Autumn Ridge. If this supplemental construction contract is not approved, then the City will have to bid out the restoration process which could be substantially more expensive. The City would take on liability it does not have if Autumn Ridge performs the restoration, and Autumn Ridge would not be able to open on time in 2012.

If Prior Approval is being Requested, Justify: This restoration is an integral part of the overall Swift Interceptor Relief Sewer project and needs to be approved simultaneously with the overall construction contract. The golf course also needs to start placing orders for materials to be delivered in time for restoration activities.

The cost of said project funded by 2010 Sewer Revenue Bond.

Council Introduction Date: November 15, 2011

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File

SUPPLEMENTAL CONSTRUCTION AGREEMENT

THIS RESTORATION AGREEMENT ("Agreement") is entered into this 9th day of November, 2011, by and between **Autumn Ridge Golf Course, Inc.**, ("Autumn Ridge"), and the **City of Fort Wayne, Indiana**, ("City").

RECITALS

- A. Autumn Ridge is the owner in fee simple of certain real estate ("Real Estate") located in the City of Fort Wayne, Indiana, described in Exhibit "A", which is attached hereto and made a part of this Agreement by this reference.
- B. Autumn Ridge has agreed to grant three (3) permanent sanitary sewer easements (collectively referred to herein as the "Easement"), and three (3) temporary construction easements, (collectively referred to herein as the "Temporary Easement"), to the City across, over, under, and on top of a portion of the Real Estate in the locations and dimensions described and depicted in Exhibit "B", which is attached hereto and made a part of this Agreement by this reference, for the purposes of constructing, installing, maintaining, reconstructing, and accessing sanitary relief sewer improvements to be placed under the City's jurisdiction, control, and supervision as part of the City's public sanitary sewer system.
- C. Autumn Ridge and the City entered into a sanitary sewer easement agreement on the 18th day of October, 2011, which is recorded as document number 2011047185 in the Office of the Recorder of Allen County, Indiana.
- D. Unless otherwise approved by the parties herein, construction of the sanitary relief sewer shall be performed in accordance with the plans and specifications of Work Order No. 75448, prepared on July 29, 2011, a copy of which is hereby approved and acknowledged by Autumn Ridge, and incorporated into this Agreement.
- E. Once construction of the sanitary relief sewer improvements is complete, Autumn Ridge will restore certain portions of the Real Estate that the City disturbs during construction of the sanitary relief sewer.
- F. The City will reimburse Autumn Ridge for the cost of the restoration referenced in paragraph D above, pursuant to this agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties hereto agree as follows:

1. Timing: Autumn Ridge agrees not to begin restoration of any disturbed portions of the Real Estate until after the City's construction of the sanitary relief sewer improvements is complete, unless by agreement of both parties, Autumn Ridge can begin restoration without interference with the City's construction. The City's construction shall be completed on the Real Estate before March 1, 2012.

2. Ground Preparation: Once construction of the sanitary relief sewer improvements on the Real Estate is complete, the City shall smooth and grade the Easement and the Temporary Easement to a condition that is acceptable for installing sod and golf cart pathways thereon.

3. Sod: Autumn Ridge shall purchase and install replacement sod on those portions of the Easement and Temporary Easement that are damaged by the City. The City shall reimburse Autumn Ridge for the purchase cost only for the sod installed on those portions of the Real Estate that are disturbed by the City, the City's agents, employees, contractors, and assigns. The City shall not pay for the repair, installation, or replacement of any sod that is not disturbed by the City, the City's agents, employees, contractors, or assigns, unless such work is made necessary to comply with paragraph nine (9) of this Agreement.

4. Golf Cart Pathways: Autumn Ridge shall pay for and repair or replace any golf cart pathways that are destroyed by the City, the City's agents, employees, contractors, or assigns. The City shall reimburse Autumn Ridge for the repair, replacement, and/or installation cost only for the golf cart pathways that are destroyed by the City, the City's agents, employees, contractors, or assigns. The City shall not pay for the repair, installation, or replacement of any golf cart pathways that are not disturbed by the City, the City's agents, employees, contractors, or assigns, unless such work is made necessary to comply with paragraph nine (9) of this Agreement.

5. Golf Course Hazards: Autumn Ridge shall pay for and repair or replace any sand traps or water hazards, including lakes, ponds, ditches, or streams, that are disturbed, damaged, or destroyed by the City, the City's agents, employees, contractors, or assigns. The City shall reimburse Autumn Ridge for the repair, replacement, and/or installation cost only of the sand traps and water hazards that are disturbed by the City, the City's agents, employees, contractors, or assigns. The City shall not pay for the repair, installation, or replacement of any sand traps or water hazards that are not disturbed by the City, the City's agents, employees, contractors, or assigns, unless such work is made necessary to comply with paragraph nine (9) of this Agreement.

6. Sprinkler System: Autumn Ridge shall pay for and replace any portions of the underground sprinkler system on the Real Estate that are disturbed, damaged, or destroyed by the City, the City's agents, employees, contractors, or assigns. Any portions of the sprinkler system on the Real Estate that the City moves as part of the City's construction of the relief sewer shall be moved back and re-installed by Autumn Ridge and at Autumn Ridge's cost.

7. Trees and Other Landscaping: The City may remove any trees and other landscaping on the Easement or Temporary Easement that the City deems necessary in order to construct, operate, maintain, repair, and/or reconstruct the sanitary relief sewer improvements within the Easement. The City has no duty to replace any trees or other landscaping that are removed as part of the installation of the sanitary relief sewer improvements.

8. No Continuing Duty: Unless otherwise indicated herein, after Autumn Ridge replaces the sod, golf cart pathway(s), sand trap(s), water hazard(s), sprinkler system(s), and other parts and appurtenances of the Real Estate (collectively referred to herein as "Golf Course Appurtenances") that are disturbed by the City, under paragraphs 1 through 7 above, and receives payment from the City, the City has no further duty, obligation, or liability to pay or reimburse Autumn Ridge for any restoration costs. If the Golf Course Appurtenances are replaced in a deficient, unstable, negligent, or other manner that makes them unfit for their intended uses, or if the Golf Course Appurtenances deteriorate or become otherwise damaged or deficient after their installation, replacement, or repair by Autumn Ridge, then the City shall have no duty, obligation, or liability to compensate Autumn Ridge for such deterioration, damage, or deficiency. Autumn Ridge assumes all liability stemming from the restoration, installation, replacement, and repair of the Golf Course Appurtenances.

9. Restoration Condition: The City will only reimburse Autumn Ridge for restoring the parts of the Real Estate disturbed by the City to the same or similar condition in which they were found immediately prior to the City's construction of the sanitary relief sewer improvements.

10. Consideration: The City agrees to pay Autumn Ridge \$430,860 for Autumn Ridge's restoration efforts on the golf course. The City will allow for a 7% contingency, or \$30,160. If this contingency is used, the total restoration cost will be \$461,020. The 7% contingency money will not be paid unless Autumn Ridge first obtains The City's approval of the quantities and cost overages and their necessity. Unless otherwise stated herein, any additional costs or expenses arising under this contract shall be the responsibility of Autumn Ridge.

11. Payment: City Utilities will make an initial payment to Autumn Ridge of \$164,020.20 within thirty (30) days of the overall expenditure's approval by the Fort Wayne City Council. The City will make three (3) additional monthly progress payments due on or before the first days of January, February and March 2012, respectively, to Autumn Ridge in the amount of \$99,000.

12. Liquidated Damages for Delays. If for any reason, including unforeseen Acts of God, the City has not completed its Construction under this agreement by March 1, 2012, the City will pay Autumn Ridge \$2,144 for each day that construction has not been completed after March 1, 2012.

13. Settling. The parties to this Agreement hereby acknowledge and understand that settling may occur in the grounds around portions of the constructed sewer line after the construction is complete and after Autumn Ridge finishes its restoration. If settling occurs within one (1) year after restoration is complete on the golf course, the City will remediate the settlement at its cost, including adding soil, smoothing, and planting or paying for the planting of new sod, or replanting the existing sod if possible to the same or similar condition in which the ground existed prior to the City's construction. Any such remediation will take place between the months of December and March unless otherwise agreed upon by the parties.

14. Additional Damages. Autumn Ridge will have the right to recover damages, including incidental and consequential damages, from the City and/or its contractors, arising from any deviation from the specifications of the construction of the sanitary relief sewer improvements referenced in this Agreement.

15. Amendments: This Agreement may only be amended by prior written consent signed by Autumn Ridge and the City.

16. Notices: All notices to either party shall be sent to the following addresses:

If to Autumn Ridge: Autumn Ridge Golf Course, Inc.
Attn: Roger Delagrang
11420 Auburn Rd.
Fort Wayne, Indiana
46845

And
Michael Barranda
Burt, Blee, Dixon, Sutton & Bloom, LLP
200 E. Main St., Suite 1000
Fort Wayne, Indiana
46802

If to the City : Fort Wayne City Utilities Engineering
Attn: Sanitary Sewer Engineering
200 E. Berry St., Suite 250
Fort Wayne, Indiana
46802

Either party to this Agreement may change their respective address by mailing notice of same to the other party via certified mail.

14. Deed: The last deed of record for this property is **Document Number 940044591** as recorded in the office of the Recorder of Allen County, Indiana.

15. Governing Law: The laws of the State of Indiana shall govern this Agreement.

16. Incorporation of Recitals: All recitals set forth at the outset of this Agreement are incorporated herein by this reference and are true.

IN TESTIMONY WHEREOF, witness the signature of Grantor on this 6 day of Oct, 2011.

Autumn Ridge Golf Course, Inc.

By: Roger Delagrange, President



Signature – Roger Delagrange

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared **Roger Delagrange**, President of Autumn Ridge Golf Course, Inc., and acknowledged the execution of the foregoing Sanitary Sewer Easement Agreement as and for his voluntary act and deed for the uses and purposes therein contained.

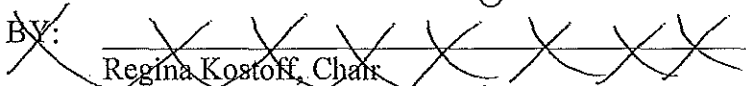
WITNESS my hand and seal this 6th day of October, 2011.

 Shannon Benkenstein
Notary Public Signature Notary Public Printed Name

My Commission Expires: 3/18/18
My County of Residence: Allen

~~For the City of Fort Wayne, Indiana~~

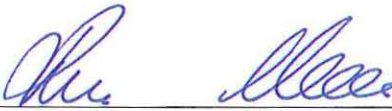
~~Fort Wayne, Indiana Board of Public Works~~

Board of Works Signatures Begin Next Page
BY: 
Regina Kostoff, Chair

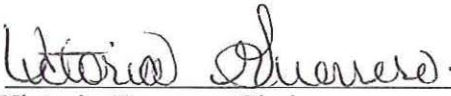
For the City of Fort Wayne, Indiana

Fort Wayne, Indiana Board of Public Works

BY: 
Regina Kostoff, Chair

BY: 
Kumar Menon, Member

BY: 
John Suarez, Member

ATTEST: 
Victoria Guerrero, Clerk

DATE: November 9, 2011

APPROVED as to form and legality

BY: _____
Lawrence Shine, Associate City Attorney

This instrument prepared by: Charles A. Northrop, Program Manager – Capital Project Services
Fort Wayne City Utilities, One East Main Street, Room 480, Fort Wayne, Indiana, 46802

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Charles A. Northrop

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LEGAL DESCRIPTION OF THE REAL ESTATE/SERVIENT TENEMENT

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 35 AND THE SOUTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 32 NORTH, RANGE 12 EAST AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 32 NORTH, RANGE 12 EAST, AS NOW ESTABLISHED; THENCE SOUTH 88 DEGREES 39 MINUTES 08 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35, A DISTANCE OF 60.02 FEET TO THE **POINT OF BEGINNING**.

BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE NORTH 0 DEGREES 00 MINUTES 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 912.29 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 28.28 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 22.65 FEET TO THE SOUTH RIGHT-OF-WAY OF AUTUMN TREE DRIVE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 175.0 FEET, AN ARC LENGTH OF 101.26 FEET AND BEING SUBTENDED BY A CHORD OF 99.85 FEET, BEARING NORTH 63 DEGREES 25 MINUTES 44 SECONDS EAST; THENCE NORTH 46 DEGREES 51 MINUTES 09 SECONDS EAST, A DISTANCE OF 85.96 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 120.0 FEET, AN ARC LENGTH OF 54.49 FEET AND BEING SUBTENDED BY A CHORD OF 54.02 FEET, BEARING NORTH 59 DEGREES 51 MINUTES 36 SECONDS EAST; THENCE NORTH 72 DEGREES 52 MINUTES 04 SECONDS EAST, A DISTANCE OF 118.85 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 180.0 FEET, AN ARC LENGTH OF 49.93 FEET AND BEING SUBTENDED BY A CHORD OF 49.77 FEET, BEARING NORTH 64 DEGREES 55 MINUTES 19 SECONDS EAST; THENCE NORTH 56 DEGREES 58 MINUTES 34 SECONDS EAST, A DISTANCE OF 61.81 FEET TO THE WEST RIGHT-OF-WAY OF LINCROFT DRIVE; THENCE SOUTH 36 DEGREES 28 MINUTES 09 SECONDS EAST, A DISTANCE OF 91.93 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 125.0 FEET, AN ARC LENGTH OF 74.08 FEET, BEING SUBTENDED BY A CHORD OF 72.99 FEET, BEARING SOUTH 19 DEGREES 29 MINUTES 35 SECONDS EAST; THENCE SOUTH 2 DEGREES 31 MINUTES 01 SECONDS EAST, A DISTANCE OF

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53.35 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 325.0 FEET, AN ARC LENGTH OF 189.07 FEET, BEING SUBTENDED BY A CHORD OF 186.41 FEET, BEARING SOUTH 19 DEGREES 10 MINUTES 57 SECONDS EAST; THENCE SOUTH 35 DEGREES 50 MINUTES 54 SECONDS EAST, A DISTANCE OF 125.10 FEET; THENCE SOUTH 55 DEGREES 06 MINUTES 59 SECONDS WEST, A DISTANCE OF 130.02 FEET; THENCE SOUTH 35 DEGREES 50 MINUTES 54 SECONDS EAST, A DISTANCE OF 170.92 FEET; THENCE OVER THE FOLLOWING EIGHT COURSES: SOUTH 28 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 198.11 FEET; THENCE SOUTH 55 DEGREES 11 MINUTES 29 SECONDS EAST, A DISTANCE OF 138.41 FEET; THENCE SOUTH 76 DEGREES 59 MINUTES 00 SECONDS EAST, A DISTANCE OF 119.02 FEET; THENCE SOUTH 86 DEGREES 36 MINUTES 10 SECONDS EAST, A DISTANCE OF 156.43 FEET; THENCE SOUTH 59 DEGREES 40 MINUTES 37 SECONDS EAST, A DISTANCE OF 120.80 FEET; THENCE SOUTH 39 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 79.33 FEET; THENCE SOUTH 55 DEGREES 17 MINUTES 43 SECONDS EAST, A DISTANCE OF 86.34 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 11 SECONDS EAST, A DISTANCE OF 93.57 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF AUTUMN RIDGE VILLAS, SECTION I, OVER THE FOLLOWING THREE COURSES: THENCE NORTH 60 DEGREES 01 MINUTES 30 SECONDS EAST, A DISTANCE OF 85.67 FEET; THENCE NORTH 18 DEGREES 55 MINUTES 38 SECONDS EAST, A DISTANCE OF 97.16 FEET; THENCE NORTH 00 DEGREES 00 MINUTES WEST, A DISTANCE OF 244.37 FEET TO THE WEST CORNER OF LOT NUMBER 42 IN AUTUMN RIDGE VILLAS, SECTION II; THENCE ALONG THE BOUNDARY OF AUTUMN RIDGE VILLAS, SECTION II, OVER THE FOLLOWING FIFTEEN COURSES: SOUTH 46 DEGREES 12 MINUTES 51 SECONDS EAST, A DISTANCE OF 72.18 FEET; THENCE NORTH 42 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 115.0 FEET; THENCE SOUTH 47 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 82.45 FEET; THENCE SOUTH 22 DEGREES 15 MINUTES 59 SECONDS WEST, A DISTANCE OF 145.74 FEET; THENCE SOUTH 49 DEGREES 39 MINUTES 15 SECONDS EAST, A DISTANCE OF 96.0 FEET; THENCE NORTH 85 DEGREES 14 MINUTES 30 SECONDS EAST, A DISTANCE OF 118.0 FEET; THENCE NORTH 45 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 127.94 FEET; THENCE NORTH 11 DEGREES 07 MINUTES 37 SECONDS EAST, A DISTANCE OF 139.26 FEET; THENCE NORTH 50 DEGREES 11 MINUTES 26 SECONDS WEST, A DISTANCE OF 355.96 FEET; THENCE NORTH 49 DEGREES 07 MINUTES 01 SECONDS WEST, A DISTANCE OF 108.26 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 302.60 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 24 SECONDS WEST, A DISTANCE OF 121.89 FEET; THENCE SOUTH 66 DEGREES 24 MINUTES 51 SECONDS WEST, A DISTANCE OF 131.82 FEET; THENCE SOUTH 32 DEGREES 00 MINUTES 35 SECONDS WEST, A DISTANCE OF 93.02 FEET;

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THENCE SOUTH 15 DEGREES 26 MINUTES 07 SECONDS WEST, A DISTANCE OF 63.83 FEET TO THE SOUTHWEST CORNER OF LOT NUMBER 27 IN AUTUMN RIDGE VILLAS, SECTION II, SAID POINT ALSO BEING THE NORTH CORNER OF LOT NUMBER 7 IN AUTUMN RIDGE VILLAS, SECTION I; THENCE ALONG THE NORTHERLY BOUNDARY OF AUTUMN RIDGE VILLAS, SECTION I, OVER THE FOLLOWING NINE COURSES: SOUTH 81 DEGREES 19 MINUTES 45 SECONDS WEST, A DISTANCE OF 38.19 FEET; THENCE NORTH 37 DEGREES 28 MINUTES 35 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 2 DEGREES 52 MINUTES 16 SECONDS EAST, A DISTANCE OF 75.0 FEET; THENCE NORTH 13 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 77.0 FEET; THENCE NORTH 42 DEGREES 56 MINUTES 33 SECONDS WEST, A DISTANCE OF 90.0 FEET; THENCE NORTH 71 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 65.0 FEET; THENCE SOUTH 87 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 55.0 FEET; THENCE NORTH 82 DEGREES 03 MINUTES 56 SECONDS WEST, A DISTANCE OF 100.81 FEET; THENCE SOUTH 53 DEGREES 53 MINUTES 42 SECONDS WEST, A DISTANCE OF 92.96 FEET TO THE WEST CORNER OF LOT NUMBER 1 IN AUTUMN RIDGE VILLAS, SECTION I; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LINCROFT DRIVE, NORTH 35 DEGREES 50 MINUTES 54 SECONDS WEST, A DISTANCE OF 82.80 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 275.0 FEET, AN ARC LENGTH OF 159.98 FEET AND BEING SUBTENDED BY A CHORD OF 157.73 FEET, BEARING NORTH 19 DEGREES 10 MINUTES 57 SECONDS WEST; THENCE NORTH 2 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 53.35 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 175.0 FEET, AN ARC LENGTH OF 54.82 FEET AND BEING SUBTENDED BY A CHORD OF 54.60 FEET, BEARING NORTH 11 DEGREES 29 MINUTES 27 SECONDS WEST TO THE SOUTH CORNER OF LOT NUMBER 38 IN AUTUMN RIDGE, SECTION I; THENCE ALONG THE BOUNDARY OF AUTUMN RIDGE, SECTION I, OVER THE FOLLOWING THIRTEEN COURSES: NORTH 49 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 136.83 FEET; THENCE SOUTH 72 DEGREES 24 MINUTES 28 SECONDS EAST, A DISTANCE OF 87.16 FEET; THENCE SOUTH 87 DEGREES 21 MINUTES 44 SECONDS EAST, A DISTANCE OF 474.01 FEET; THENCE NORTH 1 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 202.05 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 100.51 FEET; THENCE NORTH 15 DEGREES 12 MINUTES 29 SECONDS EAST, A DISTANCE OF 384.58 FEET; THENCE NORTH 3 DEGREES 59 MINUTES 24 SECONDS EAST, A DISTANCE OF 138.60 FEET; THENCE NORTH 68 DEGREES 36 MINUTES 30 SECONDS EAST, A DISTANCE OF 12.59 FEET; THENCE NORTH 21 DEGREES 23 MINUTES 30 SECONDS WEST, A DISTANCE OF 70.81 FEET; THENCE NORTH 27 DEGREES 11 MINUTES 09 SECONDS WEST, A DISTANCE OF 109.02 FEET; THENCE NORTH 42 DEGREES 30 MINUTES 46 SECONDS WEST, A DISTANCE OF 129.24 FEET; THENCE

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NORTH 51 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 87.61 FEET; THENCE NORTH 34 DEGREES 24 MINUTES 48 SECONDS WEST, A DISTANCE OF 50.53 FEET TO THE SOUTH RIGHT-OF-WAY OF BAYWOOD TRAIL; THENCE NORTH 90 DEGREES 00 MINUTES EAST, A DISTANCE OF 157.96 FEET TO THE NORTHWEST CORNER OF LOT NUMBER 133 IN AUTUMN RIDGE, SECTION IV; THENCE ALONG THE BOUNDARY LINE OF AUTUMN RIDGE, SECTION IV, OVER THE FOLLOWING THREE COURSES: SOUTH 29 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 198.0 FEET; THENCE NORTH 80 DEGREES 31 MINUTES 39 SECONDS EAST, A DISTANCE OF 92.0 FEET; THENCE SOUTH 78 DEGREES 24 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.0 FEET TO THE NORTHWEST CORNER OF LOT NUMBER 189 IN AUTUMN RIDGE, SECTION VI; THENCE ALONG THE BOUNDARY OF AUTUMN RIDGE, SECTION VI, OVER THE FOLLOWING EIGHTEEN COURSES: SOUTH 11 DEGREES 42 MINUTES 14 SECONDS EAST, A DISTANCE OF 181.29 FEET; THENCE SOUTH 19 DEGREES 47 MINUTES 38 SECONDS WEST, A DISTANCE OF 160.36 FEET; THENCE SOUTH 12 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 35 SECONDS EAST, A DISTANCE OF 388.74 FEET; THENCE SOUTH 14 DEGREES 42 MINUTES 04 SECONDS EAST, A DISTANCE OF 139.97 FEET; THENCE SOUTH 6 DEGREES 19 MINUTES 24 SECONDS EAST, A DISTANCE OF 100.0 FEET; THENCE SOUTH 69 DEGREES 04 MINUTES 47 SECONDS EAST, A DISTANCE OF 75.04 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 88.70 FEET TO THE WEST RIGHT-OF-WAY OF LINDEN GROVE DRIVE; THENCE SOUTH 00 DEGREES 00 MINUTES EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 94.07 FEET; THENCE SOUTH 78 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 237.51 FEET; THENCE SOUTH 27 DEGREES 21 MINUTES 25 SECONDS EAST, A DISTANCE OF 165.58 FEET; THENCE SOUTH 49 DEGREES 51 MINUTES 12 SECONDS EAST, A DISTANCE OF 157.61 FEET; THENCE NORTH 77 DEGREES 56 MINUTES 23 SECONDS EAST, A DISTANCE OF 252.48 FEET; THENCE NORTH 41 DEGREES 59 MINUTES 57 SECONDS EAST, A DISTANCE OF 77.89 FEET; THENCE NORTH 05 DEGREES 47 MINUTES 32 SECONDS WEST, A DISTANCE OF 423.95 FEET; THENCE NORTH 00 DEGREES 00 MINUTES WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 03 DEGREES 58 MINUTES 40 SECONDS EAST, A DISTANCE OF 142.21 FEET; NORTH 36 DEGREES 31 MINUTES 51 SECONDS WEST, A DISTANCE OF 184.09 FEET TO THE NORTH CORNER OF LOT NUMBER 169 IN AUTUMN RIDGE, SECTION VI; THENCE ALONG THE BOUNDARY OF AUTUMN RIDGE, SECTION VII, OVER THE FOLLOWING EIGHT COURSES: NORTH 50 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 411.26 FEET; THENCE NORTH 30 DEGREES 59 MINUTES 14 SECONDS EAST, A DISTANCE OF 152.55 FEET; THENCE NORTH 08 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 155.09 FEET; THENCE

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NORTH 06 DEGREES 53 MINUTES 20 SECONDS WEST, A DISTANCE OF 174.45 FEET; THENCE NORTH 40 DEGREES 20 MINUTES 39 SECONDS WEST, A DISTANCE OF 137.65 FEET; THENCE NORTH 32 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 113.54 FEET; THENCE NORTH 23 DEGREES 38 MINUTES 09 SECONDS WEST, A DISTANCE OF 157.87 FEET; THENCE NORTH 55 DEGREES 51 MINUTES 07 SECONDS WEST, A DISTANCE OF 214.73 FEET TO THE NORTHWEST CORNER OF LOT NUMBER 192 IN AUTUMN RIDGE, SECTION VII; THENCE ALONG THE BOUNDARY LINE OF AUTUMN RIDGE, SECTION IV, OVER THE FOLLOWING FIFTEEN COURSES: NORTH 62 DEGREES 33 MINUTES 49 SECONDS EAST, A DISTANCE OF 102.79 FEET; THENCE NORTH 24 DEGREES 51 MINUTES 55 SECONDS EAST, A DISTANCE OF 110.0 FEET; THENCE NORTH 12 DEGREES 59 MINUTES 18 SECONDS EAST, A DISTANCE OF 176.78 FEET; THENCE NORTH 12 DEGREES 25 MINUTES 36 SECONDS WEST, A DISTANCE OF 184.64 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST, A DISTANCE OF 75.64 FEET; THENCE NORTH 38 DEGREES 44 MINUTES 14 SECONDS WEST, A DISTANCE OF 157.91 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 05 SECONDS WEST, A DISTANCE OF 305.46 FEET; THENCE SOUTH 50 DEGREES 12 MINUTES 55 SECONDS WEST, A DISTANCE OF 80.57 FEET; THENCE SOUTH 77 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 256.51 FEET; THENCE SOUTH 47 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 433.17 FEET; THENCE SOUTH 41 DEGREES 25 MINUTES 33 SECONDS EAST, A DISTANCE OF 349.17 FEET; THENCE SOUTH 2 DEGREES 0 MINUTES EAST, A DISTANCE OF 80.08 FEET; THENCE SOUTH 41 DEGREES 00 MINUTES WEST, A DISTANCE OF 84.77 FEET TO A POINT ON THE NORTH LINE OF SECTION 35 ALSO BEING THE SOUTH LINE OF SECTION 26; THENCE NORTH 88 DEGREES 43 MINUTES 08 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 336.11 FEET; THENCE SOUTH 17 DEGREES 56 MINUTES 17 SECONDS EAST, A DISTANCE OF 203.28 FEET TO THE NORTH RIGHT-OF-WAY OF BAYWOOD TRAIL; THENCE NORTH 90 DEGREES 00 MINUTES WEST, A DISTANCE OF 81.37 FEET; THENCE ALONG THE BOUNDARY LINE OF AUTUMN RIDGE, SECTION I, OVER THE FOLLOWING TWO COURSES: NORTH 28 DEGREES 51 MINUTES 42 SECONDS WEST, A DISTANCE OF 224.07 FEET, TO A POINT ON SAID NORTH LINE; THENCE NORTH 88 DEGREES 43 MINUTES 08 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 280.17 FEET TO THE EAST RIGHT-OF-WAY OF HAMPTON WOOD DRIVE; THENCE NORTH 8 DEGREES 33 MINUTES 07 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 185.52 FEET TO THE SOUTHWEST CORNER OF LOT NUMBER 79 IN AUTUMN RIDGE, SECTION II; THENCE ALONG THE BOUNDARY LINE OF AUTUMN RIDGE, SECTION II, OVER THE FOLLOWING FIVE COURSES: NORTH 81 DEGREES 26 MINUTES 53 SECONDS EAST, A DISTANCE OF 152.66 FEET; THENCE NORTH 8 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE OF 179.99 FEET; THENCE NORTH 47 DEGREES 35 MINUTES 27 SECONDS

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WEST, A DISTANCE OF 116.88 FEET; THENCE NORTH 15 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 35.0 FEET; THENCE NORTH 56 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 385.93 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER 72 IN AUTUMN RIDGE, SECTION II; THENCE ALONG THE BOUNDARY LINE AUTUMN RIDGE, SECTION III, OVER THE FOLLOWING NINE COURSES: NORTH 56 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 45.92 FEET; THENCE NORTH 52 DEGREES 19 MINUTES 53 SECONDS EAST, A DISTANCE OF 584.66 FEET; THENCE NORTH 40 DEGREES 30 MINUTES 30 SECONDS EAST, A DISTANCE OF 279.86 FEET; THENCE NORTH 52 DEGREES 25 MINUTES 28 SECONDS EAST, A DISTANCE OF 60.12 FEET; THENCE NORTH 64 DEGREES 03 MINUTES 06 SECONDS EAST, A DISTANCE OF 60.0 FEET; THENCE NORTH 3 DEGREES 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 162.06 FEET TO THE SOUTH RIGHT-OF-WAY OF BARRY KNOLL WAY; THENCE NORTH 64 DEGREES 03 MINUTES 06 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 53.33 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 125.0 FEET, AN ARC LENGTH OF 66.31 FEET AND BEING SUBTENDED BY A CHORD OF 65.53 FEET, BEARING NORTH 79 DEGREES 14 MINUTES 53 SECONDS EAST; THENCE SOUTH 85 DEGREES 33 MINUTES 20 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 84.50 FEET TO THE NORTHWEST CORNER OF LOT NUMBER 159 IN AUTUMN RIDGE, SECTION V; THENCE ALONG THE BOUNDARY LINE OF AUTUMN RIDGE, SECTION V, OVER THE FOLLOWING 25 COURSES: SOUTH 14 DEGREES 13 MINUTES 14 SECONDS WEST, A DISTANCE OF 541.51 FEET; THENCE SOUTH 20 DEGREES 00 MINUTES EAST, A DISTANCE OF 220.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 52 SECONDS EAST, A DISTANCE OF 287.33 FEET; THENCE NORTH 47 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST, A DISTANCE OF 129.86 FEET; THENCE NORTH 12 DEGREES 04 MINUTES 34 SECONDS EAST, A DISTANCE OF 90.06 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 06 SECONDS EAST, A DISTANCE OF 60.67 FEET; THENCE NORTH 58 DEGREES 30 MINUTES EAST, A DISTANCE OF 94.54 FEET; THENCE NORTH 8 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 162.72 FEET; THENCE NORTH 37 DEGREES 38 MINUTES 36 SECONDS WEST, A DISTANCE OF 127.57 FEET; THENCE NORTH 20 DEGREES 39 MINUTES 58 SECONDS WEST, A DISTANCE OF 154.20 FEET; THENCE NORTH 36 DEGREES 19 MINUTES 34 SECONDS WEST, A DISTANCE OF 75.43 FEET; THENCE SOUTH 69 DEGREES 53 MINUTES 11 SECONDS WEST, A DISTANCE OF 181.62 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CHESTERBROOK COURT; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 175 FEET, AN ARC LENGTH OF 15.74 FEET AND BEING SUBTENDED BY A CHORD OF 15.73 FEET BEARING NORTH 70 DEGREES 39 MINUTES 04 SECONDS EAST; THENCE NORTH 69 DEGREES 53

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MINUTES 11 SECONDS EAST, A DISTANCE OF 190.86 FEET; THENCE NORTH 6 DEGREES 55 MINUTES 25 SECONDS EAST, A DISTANCE OF 49.07 FEET; THENCE NORTH 5 DEGREES 00 MINUTES 11 SECONDS WEST, A DISTANCE OF 320.20 FEET; THENCE NORTH 25 DEGREES 09 MINUTES 07 SECONDS WEST, A DISTANCE OF 225.58 FEET; THENCE NORTH 78 DEGREES 34 MINUTES 45 SECONDS WEST, A DISTANCE OF 119.40 FEET; THENCE SOUTH 83 DEGREES 50 MINUTES 41 SECONDS WEST, A DISTANCE OF 103.86 FEET; THENCE SOUTH 18 DEGREES 16 MINUTES 25 SECONDS WEST, A DISTANCE OF 21.28 FEET; THENCE SOUTH 26 DEGREES 33 MINUTES 12 SECONDS EAST, A DISTANCE OF 145.85 FEET TO A POINT ON A NON-TANGENT CURVE ON THE NORTH RIGHT-OF-WAY OF VIRGINIA HILLS COURT; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 50.0 FEET, AN ARC LENGTH OF 61.12 FEET AND BEING SUBTENDED BY A CHORD OF 57.39 FEET, BEARING SOUTH 28 DEGREES 25 MINUTES 34 SECONDS WEST; THENCE SOUTH 75 DEGREES 37 MINUTES 33 SECONDS WEST, A DISTANCE OF 153.12 FEET; THENCE SOUTH 17 DEGREES 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 258.26 FEET TO THE NORTHEAST CORNER OF LOT NUMBER 93 IN AUTUMN RIDGE, SECTION III; THENCE ALONG THE BOUNDARY LINE AUTUMN RIDGE, SECTION III, OVER THE FOLLOWING FIVE COURSES: SOUTH 80 DEGREES 07 MINUTES 35 SECONDS WEST, A DISTANCE OF 361.60 FEET; THENCE SOUTH 65 DEGREES 52 MINUTES 54 SECONDS WEST, A DISTANCE OF 136.80 FEET; THENCE SOUTH 25 DEGREES 38 MINUTES 17 SECONDS WEST, A DISTANCE OF 208.10 FEET; THENCE SOUTH 41 DEGREES 46 MINUTES 28 SECONDS WEST, A DISTANCE OF 192.02 FEET; THENCE SOUTH 46 DEGREES 59 MINUTES 03 SECONDS WEST, A DISTANCE OF 327.24 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER 70 IN AUTUMN RIDGE, SECTION II; THENCE ALONG THE BOUNDARY LINE OF AUTUMN RIDGE, SECTION II, OVER THE FOLLOWING TWENTY-SEVEN COURSES: NORTH 24 DEGREES 41 MINUTES 22 SECONDS WEST, A DISTANCE OF 30.74 FEET; THENCE NORTH 0 DEGREES 39 MINUTES 35 SECONDS EAST, A DISTANCE OF 153.32 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 25 SECONDS WEST, A DISTANCE OF 170.0 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 35 SECONDS EAST, A DISTANCE OF 15.0 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 25 SECONDS EAST, A DISTANCE OF 170.0 FEET; THENCE NORTH 0 DEGREES 39 MINUTES 35 SECONDS EAST, A DISTANCE OF 240.26 FEET; THENCE NORTH 32 DEGREES 38 MINUTES 41 SECONDS EAST, A DISTANCE OF 161.64 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 46 SECONDS WEST, A DISTANCE OF 101.83 FEET; THENCE NORTH 30 DEGREES 42 MINUTES 46 SECONDS WEST, A DISTANCE OF 105.23 FEET; THENCE NORTH 50 DEGREES 36 MINUTES 29 SECONDS WEST, A DISTANCE OF 92.42 FEET; THENCE SOUTH 85 DEGREES 16 MINUTES 08 SECONDS WEST, A DISTANCE OF 123.03 FEET; THENCE SOUTH 60 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 149.66 FEET; THENCE NORTH 66 DEGREES 31 MINUTES WEST, A

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DISTANCE OF 136.08 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 40 SECONDS WEST, A DISTANCE OF 87.44 FEET; THENCE SOUTH 60 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 101.32 FEET; THENCE SOUTH 40 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 94.26 FEET; THENCE SOUTH 1 DEGREES 18 MINUTES 15 SECONDS WEST, A DISTANCE OF 98.82 FEET; THENCE SOUTH 19 DEGREES 20 MINUTES 02 SECONDS EAST, A DISTANCE OF 240.06 FEET; THENCE SOUTH 52 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 206.26 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 10 SECONDS EAST, A DISTANCE OF 32.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES EAST, A DISTANCE OF 170.01 FEET; THENCE SOUTH 0 DEGREES 39 MINUTES 35 SECONDS WEST, A DISTANCE OF 15.0 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES WEST, A DISTANCE OF 170.01 FEET; THENCE SOUTH 0 DEGREES 39 MINUTES 35 SECONDS WEST, A DISTANCE OF 247.18 FEET; THENCE SOUTH 20 DEGREES 45 MINUTES 46 SECONDS EAST, A DISTANCE OF 189.34 FEET; THENCE SOUTH 73 DEGREES 08 MINUTES 52 SECONDS WEST, A DISTANCE OF 229.02 FEET; THENCE SOUTH 7 DEGREES 57 MINUTES 11 SECONDS WEST, A DISTANCE OF 180.27 FEET TO A POINT ON A NON-TANGENT CURVE ON THE NORTH RIGHT-OF-WAY OF BARRY KNOLL WAY; THENCE ON A CURVE TO THE RIGHT HAVING DEGREES 19 MINUTES 51 SECONDS WEST; THENCE NORTH 68 DEGREES 40 MINUTES 02 SECONDS WEST, A DISTANCE OF 99.96 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 150.0 FEET, AN ARC LENGTH OF 53.12 FEET AND BEING SUBTENDED BY A CHORD OF 52.84 FEET, BEARING NORTH 78 DEGREES 48 MINUTES 45 SECONDS WEST; THENCE NORTH 88 DEGREES 57 MINUTES 28 SECONDS WEST, A DISTANCE OF 34.42 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 23 SECONDS WEST, A DISTANCE OF 20.62 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 40 SECONDS WEST, A DISTANCE OF 28.31 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 23 SECONDS WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE EAST RIGHT-OF-WAY OF OLD AUBURN ROAD; THENCE NORTH 0 DEGREES 03 MINUTES 23 SECONDS WEST AND PARALLEL WITH AND 60 FEET MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 32 NORTH, RANGE 12 EAST, A DISTANCE OF 1800.46 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 28 SECONDS EAST AND PARALLEL WITH AND 60 FEET MEASURED PERPENDICULAR TO THE NORTH LINE OF SAID SOUTHWEST ONE QUARTER, A DISTANCE OF 1576.36 FEET; THENCE SOUTH 2 DEGREES 33 MINUTES 11 SECONDS WEST, A DISTANCE OF 240.0 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 28 SECONDS EAST AND PARALLEL TO SAID NORTH LINE, A DISTANCE OF 1022.04 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE #69; THENCE SOUTH 0 DEGREES 08 MINUTES 47 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 931.99 FEET;

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THENCE SOUTH 6 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST RIGHT-OFWAY LINE, A DISTANCE OF 87.30 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 48 SECONDS EAST ALONG SAID WEST RIGHT-OFWAY LINE, A DISTANCE OF 217.54 FEET; THENCE SOUTH 5 DEGREES 51 MINUTES 08 SECONDS EAST ALONG SAID WEST RIGHT-OFWAY LINE, A DISTANCE OF 100.50 FEET; THENCE SOUTH 0 DEGREES 08 MINUTES 47 SECONDS EAST ALONG SAID WEST RIGHT-OFWAY LINE, A DISTANCE OF 844.42 FEET; THENCE SOUTH 7 DEGREES 58 MINUTES 21 SECONDS WEST ALONG SAID WEST RIGHT-OFWAY LINE, A DISTANCE OF 141.62 FEET; THENCE SOUTH 2 DEGREES 44 MINUTES 56 SECONDS EAST ALONG SAID WEST RIGHT-OFWAY LINE, A DISTANCE OF 110.11 FEET; THENCE SOUTH 8 DEGREES 40 MINUTES 38 SECONDS EAST ALONG SAID WEST RIGHT-OFWAY LINE, A DISTANCE OF 101.12 FEET; THENCE SOUTH 0 DEGREES 08 MINUTES 47 SECONDS EAST ALONG SAID WEST RIGHT-OFWAY LINE, A DISTANCE OF 2471.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35; THENCE NORTH 88 DEGREES 39 MINUTES 08 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 2598.49 FEET TO THE POINT OF BEGINNING, CONTAINING 149.147 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH:

PARCEL B:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 35 AND THE SOUTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 32 NORTH, RANGE 12 EAST AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 26, ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 32 NORTH, RANGE 12 EAST; THENCE SOUTH 88 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST ONEQUARTER, ALSO BEING THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER, A DISTANCE OF 60.0 FEET TO THE **POINT OF BEGINNING**. BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 20 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE QUARTER, A DISTANCE OF 1270.49 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 52 SECONDS EAST, A DISTANCE OF 113.22 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 35 SECONDS EAST, A DISTANCE OF 97.86 FEET;

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THENCE NORTH 71 DEGREES 56 MINUTES 30 SECONDS EAST, A DISTANCE OF 78.67 FEET; THENCE SOUTH 86 DEGREES 42 MINUTES 26 SECONDS EAST, A DISTANCE OF 28.01 FEET; THENCE SOUTH 25 DEGREES 33 MINUTES 25 SECONDS EAST, A DISTANCE OF 114.64 FEET; THENCE SOUTH 3 DEGREES 13 MINUTES 42 SECONDS EAST, A DISTANCE OF 25.91 FEET TO THE NORTH RIGHT-OF-WAY OF AUTUMN TREE DRIVE; THENCE ALONG SAID RIGHT-OF-WAY NORTH 56 DEGREES 58 MINUTES 34 SECONDS EAST, A DISTANCE OF 83.24 FEET; THENCE NORTH 60 DEGREES 56 MINUTES 53 SECONDS EAST, A DISTANCE OF 72.18 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175 FEET, AN ARC LENGTH OF 13.78 FEET, SUBTENDED BY A CHORD OF 13.78 FEET, BEARING NORTH 54 DEGREES 43 MINUTES 14 SECONDS EAST TO THE SOUTHWEST CORNER OF LOT NUMBER 1 IN AUTUMN RIDGE, SECTION I; THENCE ALONG THE BOUNDARY LINE OF AUTUMN RIDGE, SECTION I, OVER THE FOLLOWING EIGHT COURSES: NORTH 32 DEGREES 32 MINUTES 19 SECONDS WEST, A DISTANCE OF 208.49 FEET; THENCE NORTH 15 DEGREES 09 MINUTES 15 SECONDS EAST, A DISTANCE OF 479.06 FEET; THENCE NORTH 1 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 275.69 FEET; THENCE NORTH 9 DEGREES 19 MINUTES 29 SECONDS EAST, A DISTANCE OF 87.57 FEET; THENCE NORTH 22 DEGREES 12 MINUTES 37 SECONDS WEST, A DISTANCE OF 153.83 FEET; THENCE NORTH 3 DEGREES 40 MINUTES 03 SECONDS WEST, A DISTANCE OF 81.13 FEET; THENCE NORTH 1 DEGREES 16 MINUTES 52 SECONDS EAST, A DISTANCE OF 49.64 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ONEQUARTER OF SAID SECTION 35; THENCE SOUTH 88 DEGREES 43 MINUTES 08 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 152.73 FEET TO THE WEST RIGHT-OF-WAY OF HAMPTON WOOD DRIVE; THENCE NORTH 8 DEGREES 33 MINUTES 07 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 256.36 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER 39 IN AUTUMN RIDGE, SECTION II; THENCE ALONG THE BOUNDARY LINE OF AUTUMN RIDGE, SECTION II, OVER THE FOLLOWING FOUR COURSES: SOUTH 62 DEGREES 27 MINUTES 57 SECONDS WEST, A DISTANCE OF 158.63 FEET; THENCE NORTH 23 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 200.48 FEET; THENCE NORTH 80 DEGREES 54 MINUTES 25 SECONDS WEST, A DISTANCE OF 172.29 FEET; THENCE NORTH 14 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 181.41 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BARRY KNOLL WAY; THENCE NORTH 75 DEGREES 24 MINUTES 13 SECONDS WEST, A DISTANCE OF 54.53 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 125.0 FEET, AN ARC LENGTH OF 29.57 FEET AND BEING SUBTENDED BY A CHORD OF 29.50 FEET, BEARING NORTH 82 DEGREES 10 MINUTES 51 SECONDS WEST; THENCE NORTH 88 DEGREES 57 MINUTES 28 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 139.41 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 23 SECONDS EAST, A

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DISTANCE OF 20.19 FEET; THENCE SOUTH 47 DEGREES 52 MINUTES 59 SECONDS WEST, A DISTANCE OF 28.29 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 23 SECONDS EAST, A DISTANCE OF 70.0 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST, A DISTANCE OF 9.0 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF OLD AUBURN ROAD; THENCE SOUTH 0 DEGREES 03 MINUTES 23 SECONDS EAST AND PARALLEL WITH AND 60 FEET MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST ONEQUARTER OF SECTION 26, A DISTANCE OF 463.63 FEET TO THE POINT OF BEGINNING, CONTAINING 19.797 ACRES OF LAND, MORE OR LESS.