

**EXHIBIT "B"**

**BYLAWS**

**BY-LAWS  
OF  
FLINT ROCK AGRIHOOD HOMEOWNERS ASSOCIATION, INC.  
a Florida Corporation not for profit**

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**ARTICLE I  
OFFICES**

The offices of the Flint Rock Agrihood Homeowners Association, Inc., (the "Corporation") shall be located at 624 NE Highway 349, Old Town, Florida, 32680. The Corporation may also maintain offices at such other places within Florida, as the Board of Directors ("Board") may, from time to time, determine.

**ARTICLE II  
MEMBERSHIP**

Every Owner of a Lot located within FLINT ROCK AGRIHOOD, a subdivision platted in Plat Book 37, Page 51, of the Public Records of Alachua County, Florida, and all amendments and additional plats subjected to the Declaration encumbering the FLINT ROCK AGRIHOOD shall be a Member of the Corporation. Provided, however, that no person or entity who holds record title of a fee or undivided fee interest in any Lot merely as security for the performance of any obligation shall be a Member unless they have obtained record title by foreclosure or deed-in-lieu of foreclosure. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

**ARTICLE III  
MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The Annual Meeting of the Members of the Corporation shall be held each year on the second Tuesday in January at 6:00 p.m., at the principal office of the Corporation or at such other time and place as the Board may authorize for the purpose of electing directors, and transacting such other business as may properly come before Members at the meeting.

**Section 2. Special Meetings.** Special Meetings of the Members may be called at any time by the Board, the President, or by at least twenty-five percent (25%) of the total voting interest of the Corporation for any time and place which will allow the giving of proper notice.

**Section 3. Place of Meetings.** All meetings of Members shall be held at the principal office of the Corporation, or at such other places as the Board shall designate in the notice of such meetings.

**Section 4. Notice of Meetings.**

(a) Except as otherwise provided by Statute, written notice of each meeting of Members, whether Annual or Special, stating the time when, and place where, it is to be held, shall be served either personally or by first-class mail, not less than fourteen (14) days or more than forty-five (45) days before the meeting, upon each Member of record.

(b) Notice of a Special Meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting.

(c) Notice of any meeting need not be given to any person who may become a Member of record after the mailing of such notice and prior to the meeting, or to any Member who attends such meeting, in person or by proxy, or to any Member who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of Members need not be given unless otherwise required by Statute.

**Section 5. Quorum.**

(a) Except as otherwise provided herein in the Declaration of Covenants, Restrictions and Easements for Flint Rock Agrihood Subdivision (hereinafter "Declaration"), or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the "Articles of Incorporation") or as otherwise mandated by Statute, at all meetings of Members of the Corporation, the presence at the commencement of such meetings in person or by proxy of at least thirty percent (30%) of the Corporation's total voting interest shall constitute a quorum for the transaction of any business. The withdrawal of any Member after the commencement of

a meeting shall have no effect on the existence of a quorum after a quorum has been established at such meeting.

**Section 6. Voting.**

(a) Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership, provided that there shall be neither more nor less than one vote per Lot in any event. When more than one person or entity holds such interest or interests in any Lot, all such persons or entities shall be Members, and the person entitled to cast the vote for the Lot shall be designated by a certificate filed with the Secretary of the Corporation and signed by all record Owners of said Lot. Fractional voting shall not be permitted. Lacking such certificate by multiple Owners, then the vote of such Lot Owners shall not be considered in determining the requirement for a quorum or any other purpose and shall be considered an ineligible Member until such certificate is filed with the Secretary of the Corporation. Membership shall be appurtenant to, and may not be separated from, Ownership of any Lot. No Member shall be entitled to exercise the voting rights granted herein if any payments and/or assessments are delinquent by more than forty-five (45) days (or such longer period as may be required by Statute) at the time of any voting.

(b) Except as otherwise provided by Statute, by the Articles of Incorporation or by the Declaration, any corporate action to be taken by vote of the Members shall be authorized by a majority of votes cast at a meeting of Members by the Members entitled to vote thereon.

(c) Each Member entitled to vote or to express consent or dissent at a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the Member himself, or by his attorney-in-fact, thereunto duly authorized in writing. No proxy shall be valid after the expiration of four (4) months from the date of its execution unless the person executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

(d) Any resolution or action in writing, signed by a sufficient number of Members entitled to vote thereon as would have prevailed at a duly called meeting of Members at which one hundred percent (100%) of the total voting interest of the Corporation were present, shall be and constitute action by such Members to the effect therein expressed, with the same force and effect as if the same had been duly passed by a vote at a duly called meeting of Members and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

(e) The Developer (as defined in the Declaration), or its successors or assigns, shall be entitled to vote one hundred percent (100%) of the voting rights of the Membership until the earlier of (i) December 31, 2040; (ii) when seventy-five percent (75%) of the Lots in FLINT ROCK AGRIHOOD Subdivision have been conveyed to persons or entities other than the Developer; or (iii) when the Developer, its successors or assigns, elects to terminate its control of the Corporation, at which time the Developer's Membership and its right to vote shall cease except as to any unsold Lots which it may own at the time. Should the Developer, or its successors or assigns, re-acquire fee simple title to a Lot, it shall again be entitled to exercise voting rights hereunder with respect to such reacquired Lot or Lots.

#### **ARTICLE IV** **BOARD OF DIRECTORS**

##### **Section 1. Number, Election and Term of Office.**

(a) The number of the Directors of the Corporation shall be not less than three (3) and shall initially be three (3) until otherwise determined by vote of the Members.

(b) Except as may otherwise be provided herein, in the Declaration, or in the Articles of Incorporation section 7.1 et seq., the Members of the Board of Directors shall be elected by a majority of the votes cast at a meeting of Members, present in person or by proxy.

(c) Directors appointed by the Developer do not need to be Members of the Corporation. All Directors elected by the Members of the Corporation must be Members of the Corporation or a principal owner (or officer) of an entity which is a Member of the Corporation.

(d) Each Director shall hold office until the Annual Meeting of the Members next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.

**Section 2. Duties and Powers.** The Board shall be responsible for the control and management of the affairs, property and interests of the Corporation and may exercise all powers of the Corporation, except as are in the Declaration, the Articles of Incorporation or preempted by Florida Statute.

**Section 3. Annual and Regular Meetings; Notice.**

(a) A Regular Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Members, at the place of such Annual Meeting of Members.

(b) The Board, from time to time, may provide by resolution for the holding of other Regular Meetings of the Board, and may fix the time and place thereof.

(c) Notice of any Annual or Regular Meeting of the Board of Directors must be posted in a conspicuous place within FLINT ROCK AGRIHOOD Subdivision at least forty-eight (48) hours in advance of the meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place within FLINT ROCK AGRIHOOD Subdivision, notice of each Board Meeting must be mailed or delivered to each Member of the Corporation and each Director at least seven (7) days before the meeting, except in an emergency.

(d) An Assessment may not be levied at a Board Meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.



**Section 4. Special Meetings; Notice.**

(a) Special Meetings of the Board shall be held whenever called by the President or by one of the Directors, at such time and place as may be specified in the notice.

(b) Notice of all Special Board Meetings must be posted in a conspicuous place within FLINT ROCK AGRIHOOD Subdivision and delivered directly to each Director, at his residence or usual place of business, at least forty-eight (48) hours in advance of a Special Meeting except in an emergency. In the alternative, notice of each Special Board Meeting must be mailed or delivered to each Member of the Corporation and each Director at least seven (7) days before the meeting, except in an emergency.

(c) An Assessment may not be levied at a Special Meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.

**Section 5. Chairman.** At all meetings of the Board, the President shall preside, and in his absence, a Chairman chosen by the Directors shall preside.

**Section 6. Quorum and Adjournments.**

(a) At all meetings of the Board, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Declaration, the Articles of Incorporation, or by these Bylaws.

(b) A majority of the Directors present at the time and place of any Annual, Regular or Special Meeting, although less than a quorum, may adjourn the same from time to time until a quorum shall be present, provided that notice of the adjourned meeting must be posted in a conspicuous place within FLINT ROCK AGRIHOOD Subdivision at least forty-eight (48) hours in advance of the adjourned meeting.

**Section 7. Manner of Action.**

- (a) At all meetings of the Board, each Director present shall have one vote.
- (b) Except as otherwise provided by Statute, by the Declaration, by the Articles of Incorporation, or by these Bylaws, the action of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board.

**Section 8. Vacancies.** Any vacancy in the Board occurring by reason of an increase in the number of Directors, or by reason of the death, resignation, disqualification, removal or the inability to act of any Director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining Directors, though less than a quorum, at any Regular Meeting or Special Meeting of the Board called for that purpose. Provided, however, that the Developer shall appoint a Director to fill the vacancy of a Director which the Developer placed on the Board.

**Section 9. Resignation.** Any Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

**Section 10. Removal.** Except for Directors appointed by the Declarant, a Director may be removed with or without cause at any time by the affirmative vote of three-fourths (¾) of the total voting interest of the Corporation at a Special Meeting of the Members called for that purpose and may be removed for cause by action of the Board.

**Section 11. Contracts.**

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated, nor shall any Director be liable in any way by reason of the fact that any one or more of the Directors of this Corporation is or are interested in, or is a Director or Officer, or are directors or officers of such other Corporation, provided that such facts are disclosed or made known to the Board.

(b) Any Director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no Director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed



or made known to the Board, and provided that the Board shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such Director) of a majority of a quorum, notwithstanding the presence of any such Director at the meeting at which such action is taken. Such Director or Directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

## **ARTICLE V** **OFFICERS**

### **Section 1. Number, Qualifications, Election and Term of Office.**

(a) The officers of the Corporation shall consist of a President, a Secretary, and a Treasurer and may include a Vice President. The President must be a Director of the Corporation. Any Officer other than the President may be, but is not required to be, a Director of the Corporation until Developer relinquishes control pursuant to Article II, Section 6(e) above, and an individual may hold more than one office concurrently.

(b) The Officers of the Corporation shall be elected by the Board at the Regular Meeting of the Board following the Annual Meeting of Members.

(c) Each Officer shall hold office until the Annual Meeting of the Board next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

**Section 2. Resignation.** Any Officer may resign at any time by giving written notice of such resignation to the Board, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board or by such Officer, and the acceptance of such resignation shall not be necessary to make it effective.

**Section 3. Removal.** Any Officer may be removed, either with or without cause, and a successor elected, by a majority vote of the Board at any time.

**Section 4. Vacancies.** A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by a majority vote of the Board.

**Section 5. Duties of Officers.** Officers of the Corporation shall, unless otherwise provided by the Board, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these Bylaws, the Declaration, or may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Corporation.

**Section 6. Sureties and Bonds.** In case the Board shall so require, any Officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board may direct, conditioned upon the faithful performance of his or her duties to the Corporation, including responsibility for negligence and for the accounting for all property or funds of the Corporation which may come into his or her hands.

## **ARTICLE VI** **FISCAL MANAGEMENT**

**Section 1. Accounts.** The receipts and expenditures of the Corporation shall be created and charged to accounts utilizing sound and generally accepted accounting principles.

**Section 2. Assessments.**

(a) **Base Assessments.** The Corporation shall be empowered to assess Base Assessments upon each Lot annually to pay the cost, expenses and fees necessary to comply with and fulfill the Corporation's responsibilities under the Plat, the Declaration, the Articles of Incorporation, and these Bylaws. Base Assessments shall be calculated such that each Lot shall be assessed an equal pro-rata share of the overall assessed amount.

(b) **Special Assessments.** In addition to Base Assessments, the Corporation shall be empowered to assess Special Assessments, as necessary, for capital improvements, major repairs, acquisition of personal property, unexpected expenses and any other non-

recurring expense. Special Assessments shall be assessed such that each Lot shall be assessed an equal pro-rata share of the overall assessed amount.

(c) **Individual Assessments.** In addition to Base Assessments and Special Assessments, the Corporation shall be empowered to assess Individual Assessments against one or more individual Lots for the cost of maintenance, repairs or replacements, within or without the Lot(s), which the Owner(s) thereof has/have failed to perform or which failure or refusal to perform has, in the opinion of the Board, endangered or impaired the use, value or appearance of FLINT ROCK AGRIFOOD Subdivision. An Individual Assessment shall include an administrative fee charged by the Corporation in an amount to be determined, from time to time, by the Board at its sole discretion.

(d) **Members' Approval of Assessments.** Assessments shall be set by the Board from time to time as necessary. Base Assessments and Special Assessments must be approved by a simple majority of the voting interest present (or voting by proxy) at the Annual Meeting or at a meeting duly called to approve the Base or Special Assessments, or by an Action-In-Writing signed by a majority of the total voting interest of the Corporation, provided however, that a Special Assessment which exceeds Two Thousand Five Hundred Dollars (\$2,500.00) per Lot shall require the approval of a majority of the total voting interest of the Corporation. Individual Assessments must be approved by two-thirds (2/3) of the Board at a meeting duly called to approve such Assessments.

(e) **Assessment Collection.** Base Assessments shall be collectible monthly, quarterly, semi-annually or annually, as the Board shall determine. Special Assessments and Individual Assessments shall be collectible in such manner as the Board shall determine. The Corporation shall provide each Owner with notice of an Assessment levied against his Lot and the date(s) when the Assessments (or installments) are due. Past due payments shall accrue interest at the rate of twelve percent (12%) simple per annum from the due date established by the Board until paid, and any payment not made within fifteen (15) days of the due date shall be subject to a late charge equal to five percent (5%) of the payment due.

## ARTICLE VII

## **FISCAL YEAR**

The fiscal year of the Corporation shall be fixed by the Board from time to time, subject to applicable law.

## **ARTICLE VIII CORPORATE SEAL**

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board.

## **ARTICLE IX AMENDMENTS**

If not reserved to the Members by the Articles of Incorporation, all Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be made by the affirmative vote of two-thirds (2/3) of the total voting interest of the Corporation at any Annual, Regular or Special Meeting of Members, provided that the notice of meeting shall have summarized or set forth in full therein the proposed amendment, alteration or new bylaws to be proposed.

## **ARTICLE X INDEMNITY**

(a) Any person made a party to any action, suit or proceeding, by reason of the fact that he, his testator or intestate representative is or was a Director, Officer or employee of the Corporation, shall be indemnified by the Corporation against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding, or in connection with any appeal therein that such Director, Officer or employee is liable for negligence or misconduct in the performance of his duties.

(b) The foregoing indemnification shall not be deemed exclusive of any other rights to which any Officer or Director or employee may be entitled apart from the provisions of this section.

(c) The amount of indemnity to which any Officer or any Director may be entitled shall be fixed by the Board, except that in any case where there is no disinterested majority of the Board available, the amount shall be fixed by arbitration pursuant to the then existing rules of the American Arbitration Association.

The undersigned certifies that the foregoing Bylaws are the first Bylaws of the Corporation.

Dated, this 26 day of February, 2021.

Tymer Anderson Reed  
Tymer Anderson Reed, Secretary

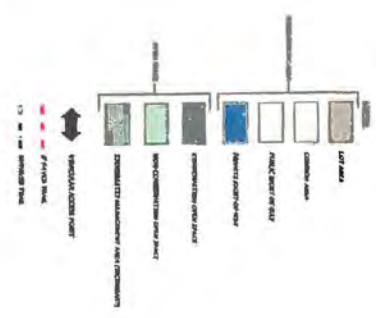
**EXHIBIT "C"**  
**INTENTIONALLY DELETED**



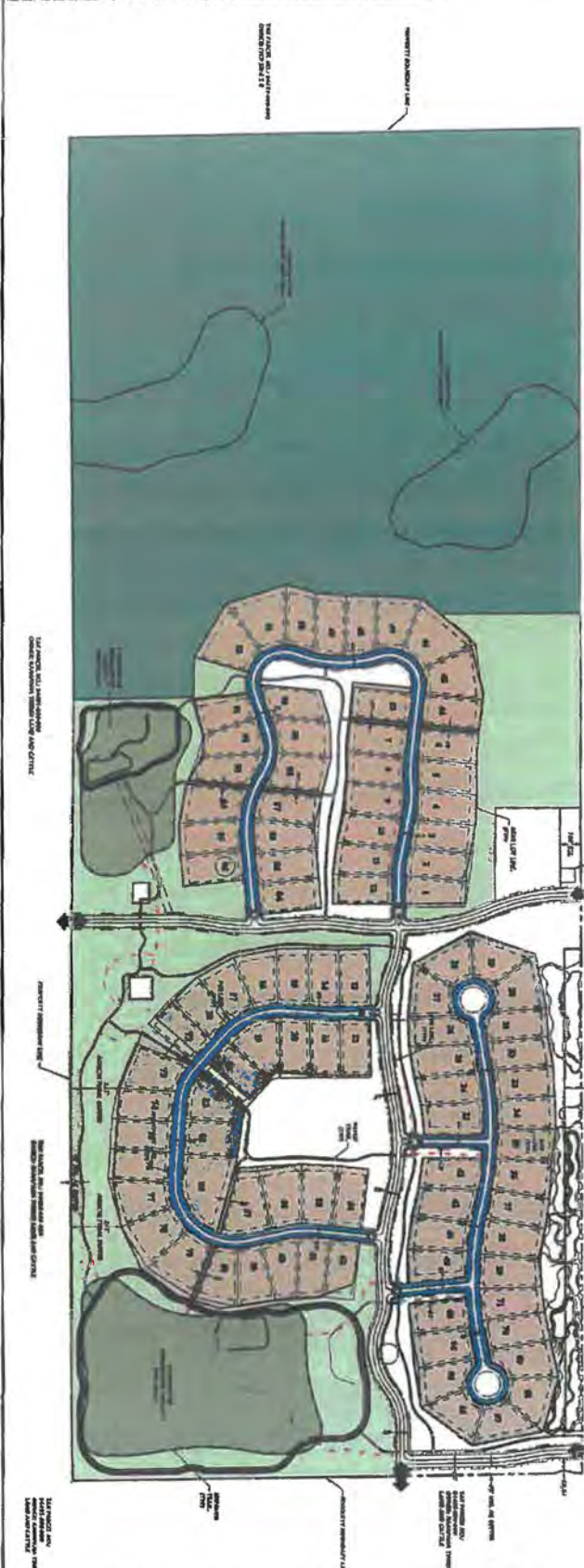
**EXHIBIT "D"**  
**SITE PLAN**

**GENERAL SITE DEVELOPMENT  
PLAN NOTES**

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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**SW 122ND STREET  
(aka PARKER ROAD)**



<p>DATE: 01.15</p> <p>PROJECT: SW 122ND STREET (aka PARKER ROAD)</p>	<p>CLIENT: FLINT ROCK APPROVAL, LLC</p>	<p>SCALE: 1" = 10'</p>	<p>DATE: 01.15</p>
	<p>DESIGNER: A. HILFPOLE</p>		
<p>PROJECT: SW 122ND STREET (aka PARKER ROAD)</p>		<p>SCALE: 1" = 10'</p>	
<p>DATE: 01.15</p>		<p>PROJECT: SW 122ND STREET (aka PARKER ROAD)</p>	

**NORTH**



1807 W. HANCOCK DR. #1  
 BOCA RATON, FL 33433  
 (561) 995-1100  
 www.chw.com

**EXHIBIT "E"**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY (E-1)  
LESS AND EXCEPT FLINT ROCK CONSERVATION  
OPEN SPACE (E-2)**

## LEGAL DESCRIPTION

*Flint Rock*

19-0063



**DATE:** February 5, 2020  
**CLIENT:** Flint Rock Agrihood  
**PROJECT NO.** 19-0063  
**DESCRIPTION FOR:** Boundary

### DESCRIPTION (BY THIS SURVEYOR)

THE SE 1/4 AND THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

AND

THE NE 1/4 OF SECTION 26, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY FLORIDA.

LESS AND EXCEPT RIGHT OF WAY DESCRIBED IN OR BOOK 760, PAGE 24 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND RIGHT OF WAY AS DESCRIBED IN OR BOOK 890, PAGE 4 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND FILED IN CASE NO. 73-1672-CA OF THE CIRCUIT COURT OF ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4338, PAGES 1094 & 1095, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS CONTAIN 381.60 ACRES, MORE OR LESS.

LESS AND EXCEPT THE LANDS DESCRIBED ON E-2.

E-1



## LEGAL DESCRIPTION

19-0063



**DATE:** October 21, 2020

**PROJECT NAME:** Flint Rock Conservation Open Space

**PROJECT NO:** 19-0063

A PARCEL OF LAND SITUATE IN SECTION 23, TOWNSHIP 10 SOUTH, RANGE 18 EAST ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 00°44'49" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1217.39 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°02'57" EAST, A DISTANCE OF 15.86 FEET TO AN INTERSECTION WITH A FENCE LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 4338, PAGE 1094 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE **POINT OF BEGINNING**; THENCE NORTH 01°40'53" EAST, ALONG SAID FENCE LINE, A DISTANCE OF 11.87 FEET; THENCE NORTH 00°57'03" WEST, ALONG SAID FENCE LINE, DISTANCE OF 1402.46 FEET; THENCE NORTH 01°03'20" WEST, ALONG SAID FENCE LINE, A DISTANCE OF 1362.34 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 89°13'01" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2506.06 FEET TO THE WEST LINE OF A 110 FOOT WIDE CITY OF GAINESVILLE ELECTRIC TRANSMISSION RIGHT OF WAY; THENCE SOUTH 00°39'12" EAST, ALONG SAID WEST LINE, A DISTANCE OF 3353.09 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 90°00'00" WEST, A DISTANCE OF 513.43 FEET; THENCE NORTH 1°22'29" EAST, A DISTANCE OF 64.18 FEET; THENCE NORTH 0°51'49" WEST, A DISTANCE OF 151.02 FEET; THENCE NORTH 5°47'24" EAST, A DISTANCE OF 320.00 FEET; THENCE NORTH 8°20'20" WEST, A DISTANCE OF 278.09 FEET; THENCE NORTH 49°42'45" WEST, A DISTANCE OF 346.77 FEET; THENCE NORTH 85°49'38" WEST, A DISTANCE OF 227.24 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 84°14'59" WEST, A DISTANCE OF 150.76 FEET; THENCE NORTH 74°20'40" WEST, A DISTANCE OF 149.46 FEET; THENCE SOUTH 72°37'50" WEST, A DISTANCE OF 303.85 FEET; THENCE SOUTH 30°41'14" WEST, A DISTANCE OF 305.81 FEET; THENCE SOUTH 0°10'11" WEST, A DISTANCE OF 198.97 FEET; THENCE SOUTH 89°02'57" WEST, A DISTANCE OF 592.17 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED LANDS CONTAIN 151.31 ACRES, MORE OR LESS.