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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

CYPRESS LAKE BUSINESS PARK

KNOW ALL MEN BY THESE PRESENTS, that the undersigned DANIEL CRAPPS and RICHARD COLE as Trustees of the CYPRESS LAND TRUST, hereinafter referred to as "Developer", being the owner of the real property in Columbia County, Florida, more particularly described in Schedule "A" attached hereto, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deraigning title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. ESTABLISHMENT OF RESTRICTIONS. The Property shall hereafter be held and occupied subject to the restrictions set forth in this Declaration. These restrictions shall operate as covenants running with the Property, and these restrictions shall inure to the benefit of and pass with each and every owner of the Property and shall apply to and bind the heirs, executors, legal representatives, successor, successors in title and assigns of any owner thereof. Owner shall assume all expenses of conforming the Property and any improvements thereon to the restrictions set forth in this deed.

2. PURPOSE OF RESTRICTIONS. The purpose of these restrictions is to encourage the development and use of the Property. Wherever used herein, the term "improvements" shall mean and include buildings (both the main portion and all projections or extensions thereof), canopies, porches, parking areas, loading areas, outside platforms and docks, fences, walls, hedges, trees, shrubs, signs and any and all structures of any type of kind located, placed, erected and maintained on the Property.

3. USE. The property shall not be used for orthopaedic surgery, orthopaedic imaging, orthopaedic diagnosis or orthopaedic physical therapy, or any other type of musculoskeletal medical practice, except for the parcel described in Schedule "B" attached or any other parcel owned by TOC Real Estate Investors II, LLC, which may be used for such purposes provided however, that the prohibition against the above uses shall terminate in the event that the parcel described in Schedule "B" attached and any other parcel owned by TOC Real Estate Investors II, LLC, are no longer used for the above purposes. Musculoskeletal shall be defined as muscles attached to the skeleton (the bones of a human being or

other vertebrate supporting the soft tissues protecting the internal organs.) This restriction will not prohibit general practitioners or family physicians from providing such services to their established patients incidental to their usual services.

The property may not be used for adult bookstores or adult video shops.

4. OFF-STREET PARKING. Paved, off-street parking and access lanes shall be provided on the Property sufficient to accommodate the automobiles of the executives, employees, customers and invitees of Owner together with other vehicles used in the business to be conducted on the Property. Off-street parking shall also conform to the requirements, regulations, ordinances and rules of all applicable federal, state, county and municipal governmental authorities.

5. SIGNS. All signs are subject to the prior written approval of Developer with regard to number of signs, materials, contents, size, construction, color, face type, location and set-back of any sign installed, placed or erected on the Property. Where signage is a matter of corporate policy and Owner has other properties similar to the Property, Developer shall take into consideration such "chain identification" in formulating its approval. Owner covenants not to begin construction of any sign until Developer has given its approval of signage within thirty (30) days of receipt of same, the signage shall be deemed approved. Developer reserves the right to inspect all signs at the proposed site of installation, placement or erection and to remove or cause to be removed all unapproved signs, such removal to be at the sole cost and expense of the person or persons responsible for the installation, placement or erection of each unapproved sign. Developer's approval shall not be unreasonably withheld. Owner covenants to keep all signs well maintained and fully operable at all times.

Any sign placed on a lot by the owner of that lot shall not exceed eight feet (8') in height and shall be not larger than 60 square feet of signage area per side. In addition, the owner of each lot may construct a direction sign of no more than eight (8) square feet at the driveway entrance to each business location.

6. OFF-STREET LOADING SPACES. Motor vehicles must be loaded and unloaded on and from the Property. Sufficient loading and unloading spaces and other necessary improvements shall be provided by Owner to permit all loading and unloading to be done on and from the property.

7. REFUSE AND STORAGE. No owner or lessee of the Property shall cause, permit or suffer any junk, scrap, rubbish, trash, refuse or litter to be deposited or stored or to remain on the Property so as to detract from the neat and well-ordered appearance thereof or constitute a fire hazard thereon. All refuse areas shall be screened by natural materials so as to be invisible from

the street or streets on which the Property abuts. All materials, goods, inventory or personal property must be stored inside an enclosed building. Any such outbuildings must be similar in construction to the main structure.

8. NO TEMPORARY STRUCTURES. No improvements of a temporary character, including trailers, campers, tents and similar structures, shall be placed upon any portion of the Property at any time; provided, however, that this prohibition shall not apply during construction of any improvements on the Property with regard to shelters used by contractors engaged in the orderly continuation of construction of the improvements, provided further that such structures shall be allowed for not more than 30 days at a time for sales and promotional special events.

9. GRADING AND DRAINAGE. Surface drainage shall be connected to drainage facilities at places provided by Owner. Care shall be taken not to cause damage to adjacent properties during construction or after completion of improvements on the Property.

10. UNDERGROUND FACILITIES. No pipe, conduit, cable or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed (outside of any building) by Owner above the surface of the ground within the Property. It shall be the responsibility of Owner to make direct arrangements with suppliers of electric and any other utility service to Property.

11. FENCING: Any fences constructed on a lot shall be of wood, vinyl or chain link metal materials. No solid fencing shall be placed nearer to any street than the rear of the building constructed on the lot. All fences must be approved by the Developer in writing prior to construction.

12. ENFORCEMENTS. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth herein, it shall be lawful for the Developer or any owner of any Property within the Cypress Lake Business Park to (i) prosecute proceedings at law for the recovery of damages against those persons so violating or attempting to violate any of the covenants or restrictions, and (ii) maintain any proceeding against those so violating or attempting to violate the covenants or restrictions for the purpose of preventing or enjoining all or any such violation, including mandatory injunctions requiring the violator to restore the building or other matter involved to a conforming state which is not in violation of these Restrictive Covenants or to take action required by these. In any action brought to enforce these Restrictive Covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred in that action and, where appropriate, any other

reasonable costs of enforcement. The remedies provided in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided at law or in equity. Developer's failure, however long continued, to enforce any right, reservation, restrictions or condition contained in these Restrictive Covenants, shall not be deemed a waiver of such rights, reservations, restrictions or conditions and shall not bar or affect any other right of Developer contained in this Declaration.

13. DURATION. These restrictive covenants, every provision hereof, and every covenant, condition and restriction contained in this Declaration shall continue in full force and effect for a period of twenty (20) years from the date hereof; provided, however, that these restrictive covenants, or any provision hereof, or any covenant, condition or restriction herein contained may be renewed for an additional twenty (20) years at Developer's sole election, terminated, extended, modified, amended or waived, as to the whole of the Property or any portion thereof, with the prior written consent of Developer and Owner. No such termination, extension, modification, waiver or amendment shall be effective until a proper instrument in writing has been duly executed and recorded in the Office of the Clerk of the Circuit Court, Columbia County, Florida.

14. ASSIGNABILITY OF DEVELOPER'S RIGHTS. Any and all of the rights, powers and reservations of Developer herein contained may be assigned by Developer to any other person, corporation, association, partnership or other entity. Said person, corporation, association, partnership or other entity shall, to the extent of such assignment, have the same rights and powers as are given to Developer in this Declaration.

15. CONSTRUCTIVE NOTICE AND ACCEPTANCE NOTICE. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction herein contained, whether or not any reference to these restrictive covenants is contained in the instrument by which such person acquired an interest in the Property.

16. MARGINAL HEADINGS. The marginal headings or titles to the paragraphs of these restrictive covenants are for descriptive purposes only and shall have no effect upon the construction or interpretation of any part of those restrictive covenants.

17. SEPARABILITY. If any provision of these restrictive covenants or the application of such provision to any person or circumstances shall be held to be invalid by any court, the remainder of these restrictive covenants or the application of such

provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

18. OWNERS ASSOCIATION. Each owner of a lot within the development shall, as an appurtenance to ownership of such lot, have membership in the Owners Association, subject to the Articles of Incorporation and By-Laws thereof, and the rights of membership in the Owners Association shall be deemed to run with the title to each such lot. Pursuant to the provisions of the Articles of Incorporation and By-Laws of the Owners Association, each lot owner is required to pay assessments for the maintenance of signage and retention areas, operation and maintenance of the sewer grinder pump required for tie-in to the City of Lake City sewer system and any other charges related to such tie-in, and other operating expenses of the Owners Association. Upon default in payment of such assessment, the Owners Association has the right to file a lien upon the lot of such defaulting owner to enforce payment of such assessments, including the right to foreclosure of such lien and recover costs, including attorney fees. Such lien shall be subordinate to any lien or mortgage held by an institutional lender.

19. ADDITIONS AND AMENDMENTS:

A. AMENDMENT: Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

B. Subject to the provisions of Paragraph A, Developer reserves and shall have the sole right to amend these Restrictions and Protective Covenants for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein. The Developer may include in any contract or deed or other instrument hereafter made additional covenants and restrictions which are not inconsistent with and which do not lower the standard of the Covenants and Restrictions set forth herein. The covenants, restrictions, easements, charges and liens of this Declaration may be amended only upon the execution and recordation of any instrument executed by:

- (1) Developer, for so long as he holds title to any Lot affected by this Declaration; or alternatively;
- (2) by Owners holding not less than two-thirds of the total Lots, provided that so long as the Developer is the Owner of or hold an interest in any portion of the Properties affected by this Declaration, the Developer's written consent must be obtained;

- (3) No Lot Owner may impose any additional covenants or restrictions on the Properties without the written consent of Developer.
- (4) When a building has been erected or construction thereof substantially advanced, and is situated on any lot or lots in such a manner that the same constitutes a violation or violations of these restrictions, Developer shall have the right, at any time, to waive and release such lot from the provisions and requirements of these restrictions, provided, however, that Developer shall not release a violation or violations of such covenants and restrictions except as to violations determined to be minor, and the power to release any such lot from any violation or violations shall be dependent on the determination of Developer that the violation or violations for which releases are given are minor.

20. DUTIES OF ASSOCIATION AND OWNERS: The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

21. ASSESSMENTS: Each owner of a lot, by acceptance of a deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions.

The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 60 days of the assessment being levied.

Any assessment not paid within 90 days of its due date shall be delinquent, and shall bear interest from the due date at 12% until paid in full, and the Association shall have the right to file a lien in the public records of Columbia County, Florida, to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until

paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

22. ENFORCEMENT BY THE DISTRICT: The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Columbia County, Florida, or any such attorneys' fees and costs awarded to the District by any court or administrative body.

23. The Owners Association shall be responsible for maintenance of entrances, entranceway signage, lighting and gates, if any, within the subdivision.

24. WETLAND PROTECTION:

A. The owner of any real property covered by the restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways as may exist on said real property clear so as not to interfere with drainage plans approved by the Suwannee River Water Management (hereinafter "SRWMD"). No activity of any type shall be conducted within any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CYPRESS LAKE BUSINESS PARK. Furthermore, the owner of any real property covered by these restrictions shall refrain from any activity inconsistent with the permit and/or easement issued by the SRWMD, including but not limited to: (1) constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CYPRESS LAKE BUSINESS PARK; (2) Dumping or

placing soil or other substances or material as land fill or dumping or placing of trash, waste or unsightly or offensive materials on or above any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CYPRESS LAKE BUSINESS PARK; (3) Removing or destroying any trees, shrubs or other vegetation on or above an area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CYPRESS LAKE BUSINESS PARK; (4) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to effect any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in [REDACTED], F.A.C. (2003) on the Subdivision Plat for CYPRESS LAKE BUSINESS PARK; (5) Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation of any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CYPRESS LAKE BUSINESS PARK, and (6) Acts or uses detrimental to the retention of any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CYPRESS LAKE BUSINESS PARK.

B. In addition to any available administration remedies, the SRWMD shall retain the right to institute a civil action in any Court of Competent jurisdiction to enforce these restrictions in an action at law or in equity. The prevailing party in any administrative or other civil action shall be entitled to an award of reasonable attorney's fees and costs.

25. SEVERABILITY: Invalidation of any one of these Covenants or Restrictions or any clause, phrase, word or part thereof by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

26. SUBORDINATION: No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

27. It is the intent of Developer to file a subdivision plat of the property described in Schedule A and have that plat accepted for recording by the Board of County Commissioners of Columbia County, dividing the property into 28 separate parcels and a separate parcel for stormwater retention. When used herein the term "Lot" shall be defined as one of the 28 parcels shown on the plat of Cypress Lake Business Park, a subdivision according to a plat thereof as accepted by the Board of County Commissioners of Columbia County.

IN WITNESS WHEREOF, this instrument has been executed by Developer on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Terry McDavid

[Signature]
Myrtle Ann McElroy

CYPRESS LAKE LAND TRUST

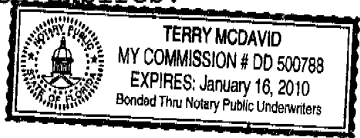
BY: [Signature]
Daniel Crapps, Trustee

BY: [Signature]
Richard Cole, Trustee

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 30th day of October, 2007, by Daniel Crapps and Richard Cole, as Trustees of the Cypress Lake Land Trust, who are personally known to me and who did not take an oath.

[Signature]
Notary Public
My commission expires:



SCHEDULE "A"

PART OF THE NORTH 1/2 OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK C, CYPRESS LAKE, A SUBDIVISION ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGES 74 AND 74A OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, AND RUN THENCE S 87°43'16" W, ALONG THE NORTH LINE OF SAID CYPRESS LAKE, 848.80 FEET TO THE NORTH LINE OF CYPRESS LAKE PHASE 2, A SUBDIVISION ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 32 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE N 67°00'07" W, ALONG SAID NORTH LINE, 423.32 FEET TO THE EAST LINE OF CYPRESS LAKE PHASE 3, A SUBDIVISION ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 80 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE N 28°50'54" W, ALONG SAID EAST LINE, 169.34 FEET; THENCE N 06°03'53" E, STILL ALONG SAID EAST LINE, 828.67 FEET TO THE NORTH LINE OF SAID CYPRESS LAKE PHASE 3 AND THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE N 88°18'28" E, ALONG THE NORTH LINE OF SAID SE 1/4 OF THE NW 1/4, 272.25 FEET TO THE WEST LINE OF NW 1/4 OF NE 1/4; THENCE N 06°42'26" E, ALONG SAID WEST LINE, 153.31 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST U.S. HIGHWAY 90 AND TO A POINT ON A CURVE; THENCE RUN EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5799.60 FEET, A CENTRAL ANGLE OF 05°27'27", A CHORD BEARING AND DISTANCE OF S 62°28'48" E 552.20 FEET, AN ARC DISTANCE OF 552.41 FEET TO A POINT OF TANGENCY; THENCE S 65°12'40" E, ALONG SAID SOUTHERLY RIGHT OF WAY, 926.41 FEET TO THE WEST RIGHT OF WAY OF SW SWEETBREEZE DRIVE; THENCE S 13°27'38" W, ALONG SAID WEST RIGHT OF WAY, 30.81 FEET; THENCE S 24°46'56" W, ALONG SAID WEST RIGHT OF WAY, 221.11 FEET TO A POINT OF A CURVE; THENCE RUN SOUTHERLY ALONG SAID WEST RIGHT OF WAY ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 12°16'28", A CHORD BEARING AND DISTANCE OF S 31°02'07" W 42.76 FEET, AN ARC DISTANCE OF 42.85 FEET; THENCE S 37°04'14" W, ALONG SAID WEST RIGHT OF WAY, 442.87 FEET TO THE POINT OF BEGINNING.

SCHEDULE "B"

PART OF THE SW 1/4 OF THE NE 1/4, SECTION 33, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 14, CYPRESS LAKE PHASE 3, A SUBDIVISION ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 80 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE N 88°18'28" E, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID CYPRESS LAKE PHASE 3 AND THE NORTH LINE OF THE SE 1/4 OF NW 1/4 OF SAID SECTION 33, 204.36 FEET; THENCE N 06°44'47" E, 192.79 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST U.S. HIGHWAY 90; THENCE S 59°25'30" E, ALONG SAID SOUTHERLY RIGHT OF WAY, 38.39 FEET TO A POINT OF A CURVE; THENCE RUN EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5799.60 FEET, A CENTRAL ANGLE OF 03°20'03", A CHORD BEARING AND DISTANCE OF S 61°04'26" E 337.44 FEET, AN ARC DISTANCE OF 337.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY ALONG SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5799.60 FEET, A CENTRAL ANGLE OF 02°28'04", A CHORD BEARING AND DISTANCE OF S 63°58'30" E 249.77 FEET, AN ARC DISTANCE OF 249.79 FEET TO A POINT OF TANGENCY; THENCE S 65°12'40" E, ALONG SAID SOUTHERLY RIGHT OF WAY, 161.85 FEET TO A POINT ON A CURVE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 107°08'30", A CHORD BEARING AND DISTANCE OF S 28°21'30" W 80.46 FEET, AN ARC DISTANCE OF 93.50 FEET TO A POINT OF REVERSE CURVE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 49°59'41", A CHORD BEARING AND DISTANCE OF S 00°12'55" E 16.90 FEET, AN ARC DISTANCE OF 17.45 FEET; THENCE S 24°46'56" W, 199.42 FEET TO A POINT OF A CURVE; THENCE RUN SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF S 69°46'56" W 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE N 65°13'04" W, 393.69 FEET; THENCE N 24°46'56" E, 320.48 FEET TO THE POINT OF BEGINNING.