## 3/0

LEASE AND EFPLUENT DISPOSAL AGREEMENT

This instrument was prepared by GEORGE N. JAHN Steams Weaver Miller Welssier. Alhadelf & Sitterson, P.A. Suite 900. Barnett Plaza 201 South Orange Avenue Orlando, Florida 32801

THIS LEASE AND EFFLUENT DISPOSAL AGREEMENT, made and entered into this 8th day of November, 1988 by and between

THE ANDEN GROUP OF FLORIDA, a Florida general partnership having its office and place of business at 1404 El Cajon Court, Winter Springs, Florida 32708

(hereinafter referred to as the "Lessor") and

ALAPAYA UTILITIES, INC., a Florida corporation whose mailing address is Post Office Box 1829, Oviedo, Florida 32765-1829

(hereinafter referred to as the "Lessee").

## RECITALS

- A. The Lessee is a sewer utility company operating under Florida Public Service Commission Certificate bearing number 379-5.
- B. The Lessee owns and operates a sewerage treatment plant which presently discharges a portion of its wastewater effluent into percolation/evaporation ponds in accordance with permits issued by the Fiorida Department of Environmental Regulation, (hereinafter "DER") but desires further lands within which to discharge its wastewater effluent.
- C. Lessor is the owner of certain real estate situated in Seminole County, Florida to be known as the Ekana Golf Club, being more particularly described upon Exhibit "A" attached hereto and by this reference expressly made a part of this Agreement (hereinafter referred to as the "Golf Course Property").
- D. Lessor has the need for a supply of water for the irrigation of the Golf Course Property and desires to use the effluent from Lessee's wastewater or sewage treatment plant as its source for such irrigation.
- E. Lessee desires to utilize the Golf Course Property for purposes of disposal of treated wastewater effluent (hereinafter referred to as "Effluent") from its sewage treatment plant.
- F. The parties wish to confirm and set forth the terms, conditions and procedures under which the discharge, irrigation, maintenance and operations relative to the disposal of the Effluent onto the Golf Course Property will be performed.

NOW THEREFORE, for and in consideration of the mutual advances arising hereunder and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- INCORPORATION OF RECITALS. The foregoing recitals are true and correct and they are incorporated herein by reference.
- 2. AGREEMENT RELATIVE TO THE GOLF COURSE PROPERTY. The Lessor does hereby let, remise and release unto the Lessee for a term of sixty (60) years from and after the 8 rd day of NOOMNOWN. 1988, the right to release Effluent from Lessee's sewage treatment plant located in Seminole County, Florida, on and over the surface of the Golf Course Property. Together with the right of ingress and egress on, over and upon said Golf Course Property and to do all such other and further things on and upon said Property necessary for and incident to the purposes of this lease; and subject to any and

EFFICIEL RECUESSA BOOK PAGE 127 1791 SEMINOLE CO. FL.

CLERY OF DISCUSSION SEPHROLE CONTROL C

RECORDED & YERIFIED

**EXHIBIT "A"** 

EDOX PAGE
2 i 27 | 7 9 2
SEMINGLE CO. FC.

all rights-of-way and easements of record through, over or across any part of said Golf Course Property or that may be thereafter granted upon said described lands, it being expressly understood between the parties hereto that this lease is made for the sole purpose of granting to the Lessee the easement right and privilege of disposing of Effluent. Lessee shall have the right to transmit Effluent through all lines and facilities hereinafter constructed by Lessor or by Lessee pursuant to Paragraph 5 below, into the Golf Course Property, and to detain, retain and store Effluent in the storage lake(s) and holding pond(s) on the Golf Course Property (hereinafter the "Storage Area").

Furthermore, Lessee shall have the rights and privileges of discharging wastewater effluent to the Irrigation Facilities of Lessor, through the wastewater effluent transmission lines, up to and including 448,000 gallons per day of wastewater effluent in accordance with permits issued or to be issued by the DER. Lessee shall maintain the wastewater effluent transmission lines and facilities related thereto in good, operable condition and repair, and shall not take any actions that would unreasonably interfere with the use of the property as a Golf Course.

Lessee shall use its best efforts to conduct its activities on the Golf Course Property at time (and during seasons) when the Golf Course is least busy, and otherwise avoid causing a disruption in the normal use of the property as a Golf Course.

AGREEMENT RELATIVE TO SPRAY IRRIGATION OF EFFLUENT. Lessee shall have the right to use the Goif Course Property, and the spray irrigation system (hereinafter referred to as the "Irrigation System") hereafter constructed upon the Golf Course Property (to be constructed by Lessor pursuant to Paragraph J hereinbelow), for purposes of drawing Effluent from the Storage Area and transmitting and spreading Effluent over the entire Golf Course Lessor shall have control over, and be responsible for, the maintenance and operation of the Irrigation System and Storage Area, subject to the terms and conditions of this Agreement. Lessor covenants and agrees that it will use its best efforts to operate the Irrigation System, and to withdraw Effluent from the Storage Area and spread such Effluent onto the Golf Course Property, in such a manner that the level of the Storage Areas will be maintained at a level which will permit Lessee to discharge Effluent into the Storage Area at an average daily rate, as determined on an annual basis, of at lease four hundred forty-eight thousand (448,000) gallons per day, without the overflow or discharge of Effluent from such Storage Areas onto adjacent land or into waterways. It is agreed by and between the parties hereto that Lessor shall not be limited to the rate of four hundred forty-eight thousand (448,000) gallons per day, but may irrigate the Golf Course Property at such higher rates as Lesson may deem appropriate. Lessee shall use its best efforts to provide Lessor with Effluent quantities of more than four hundred forty-eight thousand (448,000) gallons per day as Lessor may request, but shall not be responsible for Acts of God or other occurrences beyond Lessee's control which prevent such provisions of Effluent. The Irrigation System and the Storage Areas shall be installed. maintained and operated by Lessor in accordance with all applicable DER permits, laws, regulations and orders applicable thereto, the costs of which shall

be borne by the Lessor. Lessor shall not use water from any other source for

Purposes of Irrigating the Golf Course Property except in those instances in which Lessee after not less than twenty-four (24) hours notice from Lessor is unable to provide Lessor with Effluent in the quantities needed by Lessor for such irrigation.

4. CONSIDERATION. During the term of this lease, Lessec shall pay to the Lessor an annual lease fee (rent) at the rate of \$10.00 per year. It is hereby mutually agreed that the annual lease fee is fair and adequate consideration. Lessor and Lessee acknowledge and agree that the provision of irrigation water to Lessor at no charge and the use of the Golf Course Property by the Lessee at the annual lease fee are mutual considerations of equal value, each of which are material inducements to the parties for the execution of this Agreement. The annual lease fee due to Lessor shall be paid to Lessor at the address first above written, or at such other place as Lessor may from time to time designate in writing.

## 5. AGREEMENT RELATIVE TO CONSTRUCTION AND MAINTENANCE.

- (a) The Lessee shall be responsible for the installation, construction, repair, replacement and maintenance of all wastewater Effluent transmission lines and equipment appurtenant thereto which extend from Lessee's sewerage treatment plant to the Storage Areas. The Lessor shall be responsible for the installation, construction, repair, replacement and maintenance of the Storage Areas and the entire irrigation system throughout the Gulf Course Property. Each of the parties shall maintain such lines and facilities for which they are responsible for under this paragraph in good and operable condition and good state of repair.
- (b) The Lessee shall have the right, but not the obligation, for itself, it's contractor, subcontractors, and employees to enter upon the Golf Course Property for the purposes of repair, replacement and maintenance of the Storage Areas and the irrigation system if the Lessor shall fail to do so to Lessee's satisfaction or if an emergency arises which requires prompt and expeditious repair, replacement and/or maintenance of the Storage Areas and irrigation system. All costs incurred by the Lessee upon the undertaking of such repair, replacement and maintenance of the Storage Areas and irrigation system shall be reimbursed to it by the Lessor within ten (10) days after a statement of invoice therefore has been delivered to the Lessor.
- (c) All of such installation, construction, repair, replacement and maintenance required of the Lessor and Lessee under this paragraph shall be in full accordance with all rules, regulations and requirements of the DER, or other governmental agency having jurisdiction over the irrigation system, Storage Areas and/or Lessee's sewage treatment plant. All of such installation, construction, repair, replacement and maintenance to be undertaken and performed by the Lessor or Lessee hereunder is to be accomplished in an expeditious manner and with as little disruption to on going operations of the Golf Course as reasonably possible.
- (d) The Lessor shall maintain the Storage Area and the Irrigation System in good operable condition and state of repair, and all costs for such operation and maintenance shall be the sole expense of the Lessor. Lessor shall pay all expenses of such operation and maintenance when they are incurred.

- (e) If Lessor fails to perform any of its obligations under this lease, Lessee, Itself, may perform those obligations, at the expense of Lessor, and Lessor shall after reasonable notice, reimburse Lessee for all its expenses (including, without implied limitation, employee coats and material costs) incurred in performing those obligations. Furthermore, at its option, after a breach by Lessor of any provision of this lease, and thirty (30) days notice in which to cure the breach, Lessee may bring an action against Lessor for damages, specific performance of this lease, or both.
- (f) Lessor hereby grants to Lessee such easements, over and under the Golf Course Property, as may be required by Lessee to install, maintain and operate the wastewater Effluent transmission lines required to be installed by it under this Lease Agreement. At such time as the wastewater effluent lines required to be installed by the Lessee under this Agreement are so installed, the Lessor will execute and deliver an instrument of conveyance in recordable form affording the Lessee easement and right-of-way rights for such lines over a strip of land 20 feet wide lying equally on either side of the center line of such installed transmission lines. The exact location of the easement and right-of-way will be as indicated by a survey prepared by the Lessee and furnished to the Lessor for the preparation of such easement and right-of-way and the rights afforded to the Lessee thereby will be free of any prior encumbrances of any nature, and shall be perpetual in term.

The easement and right-of-way agreement will provide that the easement is for the following purposes: The perpetual right to enter at any time and from time to time to install, construct, maintain, inspect, repair, replace, rebuild, operate and inspect such wastewater effluent lines and to remove any brush, trees or other installations which interfere with its use and rights under such easement right-of-way.

- 6. PERMITS. Lessor covenants and agrees that it will assist and cooperate with Lessee in applying for, obtaining and renewing all permits, consents and approvals, now or hereafter required from DER, or any other governmental agency having jurisdiction over the Golf Course Property and Storage Areas for the discharge by Lessee of Effluent into the Storage Areas and onto the Golf Course Property through the Irrigation System. Lessee shall pay all costs associated with the permitting process, together with all engineering and construction costs which may be necessary to comply with any such permits now or hereafter governing the disposal by Lessee of Effluent onto the Golf Course Property.
- 7. INDEMNIFICATION AND INSURANCE. Lessee hereby agrees to indemnify and save harmless and without loss of any nature whatsoever the Lessor arising out of any personal injury or alleged injury of any nature whatsoever arising out of any accident, mishap, or occurrence of any nature whatsoever occurring from the use of the leased premises by Lessee and its employees, agents or assigns regardless of whether such injury or mishap should arise out of the operation, maintenance or use thereof and regardless of whether any such injury shall occur directly or indirectly as a result of any condition, latent or patent, of the premises or the use, occupancy or operation thereof.

The Lessee shall carry Comprehensive General Liability insurance at all times with minimum limits of five hundred thousand and no/100 dollars (\$500,000,000) per occurrence, combined single limit for bodily injury and property damage, insuring against all liability of Lessee and its authorized representatives arising out of and in connection with Lessee's use of the premises. All public liability insurance and property damage insurance shall insure performances by Lessee of the indemnity provisions contained herein. Both parties shall be named as additional insureds, and the policy shall contain crossilability endorsements. All policies shall be endorsed to waive any right of subrogation against Lessor, it directors, officers, employees and agents or against lts affiliated companies, their directors, officers, employees and agents.

- 8. ASSIGNMENT. Lessee may assign, mortgage, piedge or transfer this lease without Lessor's consent. In the event of an assignment or transfer of this lease, the assignee thereof shall assume in writing all of the duties, obligations and rights of the Lessee in full. This shall include the requirements that the effluent discharged from the sewage treatment plant meets the criteria and standards of the DER regulation for irrigation of the Golf Course Property, i.e., tertiary treatment levels are to be maintained at all times.
- DEFAULT. Each of the following shall be deemed a default by the Lessee and a breach of this Leaser
- (a) Nonpayment of the installments of rent required by additional rent herein reserved, the term of Hils Lease for a period of thirty (30) days after written notice thereof is received by Lessee.
- (b) A failure to perform any other covenant or condition of this Lease on the part of the Lessee to be performed for a period of sixty (60) days after written notice thereof has been received by the Lessee. Any notice given pursuant to this subparagraph which refers to a failure to do work shall specify in general terms the work required to be done to prevent the occurrence of a default. For the purposes of this subparagraph, no default on the part of the Lessee in the performance of work required to be performed or acts to be done or conditions to be modified shall be deemed to exist if steps shall have in good faith been commenced promptly by the Lessee to rectify the same and shall be prosecuted to completion with diligence. Delays occasioned by fire, strikes, embargoes, governmental restrictions, Acts of God, or any other cause beyond the reasonable control of the Lessee shall not be included in the calculating of the aforementioned 60 day period.
- (c) In the event of any such default of the Lessee, and at any time following the expiration of the respective periods above referred to, the Lessor may serve a written notice upon the Lessee that the Lessor elects to terminate this Lesse upon a specified date which shall be:
- (1) In the event of any default under subparagraph 9(a) hereof, not less than ten (10) days after the date of serving of such notice; or
- (2) In the event of default under subparagraph 9(b) hereof, not less than twenty (20) days after the date of serving such notice, this Lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term herein granted. No default shall be deemed

waived unless in writing and signed by the Lessor, except that a default under subparagraph 9(b) hereof shall be deemed waived if such default be cured before the date specified in the notice of termination served upon the Lessee,

- (d) In the event of a default or failure on the part of Lessee to comply with the terms and conditions of this Lesse, including the non-payment of rent, Lessor or Lessee shall notify the Florida Public Service Commission within twenty-four (24) hours of being notified of said occurrence.
- 10. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party of all remedies available at law or in equity, including the right of damages, injunctive relief, specific performance, and declaratory judgment. If an action be brought in order to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses incurred in connection with such action, on the trial and appellate court levels.
- 11. TERM OF AGREEMENT. This Agreement shall be effective and binding upon the parties beginning on 1001541642 9, 1988. The term of this Agreement shall commence on 1988 and end on 199541642 7, 2048.
- 12. <u>FILING</u>. Lessor agrees to allow the filing for record of this Agreement or a memorandum thereof and any other record restriction which state the Lessor's and Lessee's rights and duties with respect to the Golf Course.
- 13. <u>SUCCESSORS AND ASSIGNS</u>. The covenants and agreements set forth herein shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns,
- 14. <u>INTEGRATION</u>. This Agreement constitutes the entire and integrated contract between Lessor and Lessee and supersedes all prior negotiations, representations and agreements relative to the subject matter hereof, either written or oral.

IN WITNESS WHEREOF, the Lessor and Lessee have caused these presents to be signed by their corporate officers thereunto duly authorized, and their corporate seals to be affixed hereto all as of the day and year first above written.

Signed, scaled and delivered in the presence of:

"LESSOR"

THE ANDEN GROUP OF FLORIDA, a Florida general partnership

A Florida general partnership
By: RORICK BUILDERS

a (

Ву:

Kichard A. B

6

By: Due Williams

By: Due Williams

By: President

STATE OF FLORIDA
COUNTY OF Sentence

The foregoing was

The foregoing was acknowledged before me this 10th day of 1988, by Nichard H. Danaen. President of Rorick 1989, of THE ANDEN GROUP OF FLORIDA, a Florida general partnership, or ida corporation, as General Partner.

Notary Public, State of Florida

At Large
My Commission Expires:
Notary Public, State of Florida to Large

My Commission Expires Sept. 20, 1029

California
STATE OF ELOSINA
COUNTY OF Los Angeles

The foregoing was acknowledged before me this 8th day of November 1988 by Bruce W. Gladish of ALAPAYA UTILITIES, INC., a Florida corporation, on behalf of the corporation.



Notary Public, State of Riorida California Attkange My Commission Expires: Jan. 10, 1992

2127 1798 seminale co. FL.

Deginning at the Northeasterly corner of Lot 5, TWIN RIVERS MODEL HOME AREA recorded in Plat Book 39, Page 11, of the Public Records of Seminole County, Florida, run N 21 15'53" E 988.81 feet; thence N 38 49'29" E 544.54 feet; thence from a Public Records of Seminole County, Florida, run N 21 15'53" E 988.81 feet; thence N 38 49'29" E 544.54 feet; thence from a tangent bearing of S 60 56'12" E run Southeasterly 907.39 feet along the arc of the curve concave Northeasterly having a radius of 5829.65 feet a central angle of 08 55'05" and a chord of 906.48 feet, said curve being 100.00 feet: Southwesterly of and concentric to the center line of County Road No. 419; thence run S 07 04'07" W 845.81 feet; thence run S 44 04'06" W 1610.68 feet; thence run S 72 34'07" W 485.15 feet; thence run S 36 25'53" E 523.10 feet; thence run N 33 52'05" E 421.17 feet; thence run N 62.10 feet; thence run N 39 30'17" E 922.78 feet; thence run N 52 28'51" E 453.74 feet; thence run N 66 05'16" E 631.87 feet; thence run S 28 30'41" E 515.49 feet; thence run S 09 18'35" E 334.17 feet; thence run S 27 30'43" W 845.58 feet; thence run S 31 07'47" E 568.85 feet; thence run S 22 37'11" E 248.01 feet; thence run N 80 32'16" E 296.81 feet; thence run S 57 56'30" E 720.67 feet; thence run S 15 18'36" E 434.92 feet; thence run S 11 19'25" W 342.28 feet; thence run S 37 12'32" E 618.15 feet; thence run S 03 38'35" E 150.00 feet; thence run S 36 52'05" E 518.11 feet; thence run S 13 15'13" W 338.90 feet; thence run S 44 49'05" W 392.93 feet; thence run S 78 08'11" W 74.95 feet; thence run along the boundary of TWIN RIVERS SECTION VII as recorded in Plat Book 41, Pages w 138.90 feet; thence run \$ 44 49'05" w 392.93 feet; thence run \$ 78 08'11" w 74.95 feet; thence run along the boundary of TWIN RIVERS SECTION VII as recorded in Plat Book 41, Pages 2 through 4 of said Public Records the following five courses: \$ 81 56'00" w 658.95 feet; \$ 27 45'00" w 72.12 feet; N 62 15'00" w 67.29 feet; Northwesterly 107.34 feet along the arc of a curve concave Northeasterly having a radius of 150.00 feet, a central angle of 41 00'00" and a chord of 105.06 that bears N 41 45'00" w; N 21 15'00" w 89.57 feet; thence run along the boundary of TWIN RIVERS SECTION VI as recorded in Plat Book 40, Pages 69 through 75 of said Public Records the following eight courses: N 70 45'00" E 870.42 feet; N 32 15'00" E 342.85 feet; N 49 45'00" W 338.20 feet; N 46'00" W 460.00 feat; N 77 36'49" W 302.10 feet; N 08 25'14" W 309.57 feet; thence run N 01 57'00" W 277.69 feet; thence run N 22 03'44" E 182.85 feet; thence run N 32 38'15" W 116.55 feet; thence run S 57 29'33" W 190.97 feet; thence run S 17 47'35" W 177.24 feet; thence run S 66 55'00" W 373.07 feet; thence run N 80 04'05" W 206.75 feet; thence run N 06 \$ 17 47'35" W 177.24 feet; thence run \$ 66 55'00" W 373.07 fact; thence run N 80 04'05" W 206.75 feet; thence run N 06 44'17" W 293.10 feet; thence run N 18 31'42" E 224.42 feet; thence run N 16 31'29" W 361.56 feet; thence run N 77 42'03" W 330.21 feet; thence run S 13 57'28" W 410.60 feet; thence run S 33'19" W 211.09 feet; thence run S 50 47'37" E 264.02 feet; thence run S 02 36'54" E 107.83 feet; thence run along the boundary of TWIN RIVERS SECTION VI as recorded in Plat Book 40, Pages 69 through 75 of said Public Records the following three courses; from a tangent bearing of N 69 28'33" W run Westerly courses: from a tangent bearing of N 69 28'33" courses: From a tangent bearing of N by 20'33" w fun wasterly 647.79 feet along the arc of a curva concave Southerly having a radius of 841.21 feet, a central angle of 44 07'16" and a chord of 631.91 feet; S 66 24'12" W 246.41 feet; Northwesterly 47.12 feet along the arc of a curva concave Northeasterly having a radius of 30.00 feet, a central angle of 90 00'00" and a chord of 42.43 feet that bears N 68 35'48" Northeasterly having a radius of 30.00 feat, a central angle of 90 00'00" and a chord of 42.43 feat that bears N 68 35'48" W: thence run along the Easterly Right of Way line of Lockwood Road, recorded in O.R. Book 1950, Page 552, of the Public Records of Seminole County, Florida, the following seven courses: N 23 35'48" W 190.46 faet; thence run Northwesterly 245.40 feet along the arc of a curve concave Northeasterly having a radius of 715.00 feet, a contral angle of 19 39'55" and a chord of 244.20 faet that bears N 13 45'50" W; thence run N 03 55'53" W 707.24 feet; thence run Northwesterly 567.23 feet along the arc of a curve concave Southwesterly having a radius of 1000.00 feet, a central angle of 32 30'00" and a chord of 559.66 feet that bears N 20 10'53" W; thence run N 36 25'53" W 651.35 feat; thence run Northerly 560.87 feet along the arc of a curve concave Easterly having a radius of 892.65 feet, a central angle of 36 00'00" and a chord of 551.69 feet that bears N 18 25'53" W; thence run N 00 25'53" W 129.02 feet; thence departing said Right of Way run N 89 36'20" E 273.00 feet, along the Southerly line of said TWIN RIVERS MODEL HOME AREA; thence run along the Easterly line of said TWIN RIVERS MODEL HOME AREA the following two courses; N 18 37'47" E 86.91 feet; N 23 36'20" E 450.00 feet to the Point of Beginning, containing 220.87 acres more or less. 220.87 acres more or less.

AND
PARCEL 2
Beginning at the Northeasterly corner of Lot 12 TWIN RIVERS
SECTION V, recorded in Plat Book 19, Pages 64 through 67, of
the Public Records of Seminols County, Plorida, run along the
boundary of TWIN RIVERS SECTION VI as recorded in Plat Book
40, Pages 69 through 75 of said Public Records the following
nine courses: from a tangent bearing of N 72 04'35" E run
Easterly 526.91 feet along the arc of a curve concave
Southerly having a radius of 658.77 feet, a central angle of
45 49'37" and a chord of 512.97 feet; thence run \$ 62 05'48"
E 297.35 feet; thence run Southeasterly 132.59 feet along the
arc of a curve concave Northeasterly having a radius of
131.99 feet that bears 8 71 35'35" E; thence run \$ 26 15'00"
E 289.01 feet; thence run \$ 14 15'00" E 392.28 feet; thence
run \$ 14 41'40" E 80.00 feet; thence run \$ 20 37'18" W 117.07
feet; thence run \$ 14 43'52" W 115.63 feet; thence run \$ 89
the arc of a curve concave Southerly having a radius of
637.53 feet, a central angle of 18 38'43" and a chord of
206.55 feet that bears \$ 80 04'50" W; thence run along the
four courses; N 02 24'12" E 68.61 feet; N 23 35'48" W 642.96
feet; N 32 05'26" W 112.20 feet; N 51 35'48" W 733.11 feet,
less.

PARCEL 3
Beginning at the Northeasterly corner of Lots 20 TWIN RIVERS SECTION V, as recorded in Plat Book 39, Pages 64 through 67 of the Public Records of Seminole County, Florida, run along the boundary of TWIN RIVERS SECTION VI as recorded in Plat Book 40, Pages 69 through 75 of said Public Records the following 18 courses: from a tangent bearing of N 68 22'31" E run Northeasterly 208.90 feet along the arc of a curve concave Southerly having a radius of 577.53 feet, a central angle of 20 47'28" and a chord of 207.76 feat; S 11 35'48" E 126.03 feet; S 65 31'33" E 156.80 feet; S 83 35'48" E 130.00 feet; S 65 31'33" E 156.80 feet; S 83 35'48" E 130.00 feet; S 65 31'33" E 256.80 feet; S 83 35'48" E 130.00 feet; S 65 31'33" E 256.80 feet; S 83 35'48" E 130.00 feet; S 65 31'33" E 256.80 feet; S 83 35'48" E 100.00 feet; S 60 39'54" E 57.13 feet; Southeasterly 104.18 feet chord of a curve concave wortheasterly having a radius of 50.00 feet; S 70 00" and a chord of 103.88 feet that bears S 16 05'48" E run Southwesterly 31.03 feet along the arc of a curve concave Westerly having a radius of 25.00 feet, a central angle of 48 11'22" and a chord of 20.41 faet that bears S 00 29'54" run Southeasterly having a radius of 50.00 feet; a central angle of 109 16'54" and a chord of 81.55 feet that bears S 30 (2'52" E; S 05 18'41" W 130.00 feet; S 84 41'19" E 180.00 feet; N 05 18'41" E 221.72 feet; N 30.54'88" W 199.0 feet; N 08 35'48" W 1920.00 feet; N 05 18'21" E 113.96 feet; N 65 8'08" E 114.44 feet; S 31 36'21" E 113.96 feet; N 68 45'00" E 130.00 feet; S 22 15'00" E 58.34 feet; thence run along the boundary of TWIN RIVERS SECTION VII as recorded in Plat Book 41, Pages 2 through 4, of said Public Records the following radius of 200.00 feet; S 15 22'08" E 124.97 feet; S 04 51'22" W 310.00 feet; S 58 24'349" E 155.00 feet; S 22 22'37" E 80.02 feet; S 26 19'59" E 98.65 feet; S 15 22'08" E 124.97 feet; S 04 51'22" W 360.21 feet; S 58 22'57" W 398.59 feet; S 24 44'29" W 360.02 feet; S 58 22'57" W 398.59 feet; S 24 44'29" W 360.02 fe