

RESOLUTION 2021-103

TOWN OF LADY LAKE, FLORIDA

A RESOLUTION OF THE TOWN OF LADY LAKE, FLORIDA, (THE “TOWN”) PERMITTING THE PROPERTY ASSESSED CLEAN ENERGY (“PACE”) PROGRAM WITHIN THE CORPORATE LIMITS OF THE TOWN FOR SPECIFIC PROPERTY REFERENCED BY ALTERNATE KEY NUMBERS 3793911, 3374916, 1282594, 1282608, 3922235; APPROVING AN AGREEMENT WITH THE FLORIDA RESILIENCY AND ENERGY DISTRICT; UTILIZING VOLUNTARY NON-AD VALOREM ASSESSMENTS TO FINANCE QUALIFYING IMPROVEMENTS ONLY ON COMMERCIAL PROPERTIES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate local government entities to establish and administer financing programs (sometimes referred to as “PACE” or “PACE financing”) pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the property owner thereof and a local government (the "Financing Agreements"); and

WHEREAS, the Florida Resiliency and Energy District (the “Agency”), a legal entity and unit of local government within the State of Florida, which was established by a separate interlocal agreement for the express purpose of providing a scalable platform to facilitate the financing of Qualifying Improvements throughout Florida; and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into agreements with other local governments for the purpose of providing and financing Qualifying Improvements; and

WHEREAS, the Town has expressed its desire to limit PACE financing to the commercial properties located at South US Hwy 27/477 Lady Lake, FL 32159; Padgett Circle Lady Lake, FL 32159, East Primrose Lane, Lady Lake, FL, 32159; Parcel Numbers 28-18-24-0004-000-06200, 28-18-24-0004-000-02701, 28-18-24-0004-000-02800, 28-18-24-0004-000-02700, 28-18-24-0004-000-07100; and

WHEREAS, the installation of Qualifying Improvements to commercial properties may increase energy efficiency and improve the wind resistance of existing structures within the Town, thereby reducing the burdens from fossil fuel energy production, increase resiliency against inclement weather events and contributing to the local economy by cost savings to property owners, enhancing property values and increasing job opportunities; and

WHEREAS, existing financing options may be insufficient for commercial property owners to access cost-effective financing for energy-saving or wind-resistance property improvements due to requirements associated with traditional debt or equity financing options; and

WHEREAS, the Agency has created a turn-key solution for the financing, levy and collection process to implement a Commercial-Only Property Assessed Clean Energy (C-PACE) program, without cost to or assumption of liability by, or demand upon the credit of the Town; and

WHEREAS, the TOWN is presently without adequate, currently available and recurring funds to establish a program similar to the Agency's C-PACE program; and recognizes that initiation of its own program requires a commitment of significant time, staffing and monetary resources derived from all taxpayers. However, as an alternative or supplement to any other program or approach chosen by the Town, the Town can concurrently authorize and approve a non-exclusive arrangement with the Agency to make funding for Qualified Improvements immediately available to support commercial property owners and the local economy; and

WHEREAS, the Town Commission deems this Resolution to be in the best interest of the businesses and residents of the Town to authorize the appropriate Town official(s) to execute an agreement with the Agency in an effort to provide an alternative, supplemental and non-exclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well compelling state interest and public purposes described in the Supplemental Act.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of the Town of Lady Lake:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Town Commission hereby adopts and incorporates into this Resolution the Town staff report and Town Commission agenda memorandum relating to this Resolution. The forgoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted. The Town Commission has complied with all requirements and procedures of Florida law in processing and noticing this Resolution.

SECTION 2. FINANCING OF PROJECT AUTHORIZED. The Town Commission hereby authorizes the PACE financing of commercial property, located within the legal limits of TOWN boundaries, specifically referenced by Alternate Key Numbers 3793911, 3374916, 1282594, 1282608, and 3922235.

SECTION 3. CONSIDERATION OF PACE PROGRAM. The Town Commission hereby agrees to re-consider approval of the Commercial Property Assessed Clean Energy (PACE) program to eligible non-residential property owners within the boundaries of the Town within 180 days after the effective date of this Resolution.

SECTION 4. APPROVAL OF AGREEMENT; AUTHORIZATION TO EXECUTE, ETC.

- a) The Town Commission approves the Florida Resiliency Energy District C-PACE agreement attached hereto and incorporated herein as Exhibit “A”.
- b) The Town Commission hereby authorizes the Town Manager to execute the aforementioned C-PACE agreement.

SECTION 5. IMPLEMENTING ADMINISTRATIVE ACTIONS. The Town Manager is hereby authorized and directed to take such actions as he or she may deem necessary and appropriate in order to implement the provisions of this Resolution. The Town Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such Town employees as deemed effectual and prudent.

SECTION 6. SCRIVENERS ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the Town Clerk and Town Attorney, may be corrected.

SECTION 7. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any section, sentence, clause or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of the resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the Town Commission of the Town of Lady Lake.

RESOLVED this 3rd of May 2021, in Lady Lake, Florida, by the Lady Lake Town Commission.

Town of Lady Lake, Florida

Ruth Kussard, Mayor

Attest:

Nancy Slaton, Interim Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

EXHIBIT "A"

**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT
BETWEEN THE FLORIDA RESILIENCY AND ENERGY DISTRICT
AND THE TOWN OF LADY LAKE**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this 3rd day of May, 2021 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and the **TOWN OF LADY LAKE**, a political subdivision of the State of Florida (the "**TOWN**") (collectively, the "Parties"), for the purpose of providing a Commercial-Only Property Assessed Clean Energy ("C-PACE") program within the authorized boundaries (defined below) of the TOWN.

RECITALS

WHEREAS, pursuant to Section 163.08(1), Florida Statutes, the legislature determined that access to financing for certain renewable energy, energy efficiency and conservation and wind resistance improvements ("Qualifying Improvements") through voluntary assessment programs such as the C-PACE program provides a special benefit to real property by alleviating the property's burden from energy consumption and/or reducing the property's burden from potential wind damage; and

WHEREAS, in order to make such Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the legislature also determined that there is a compelling state interest in enabling property owners to voluntarily finance such Qualifying Improvements with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

WHEREAS, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time (the "Interlocal Agreement") was entered into between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC") and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property; and

WHEREAS, the TOWN agrees with such legislative determinations and finds that the financing of Qualifying Improvements through the C-PACE program provides a special benefit to participating real property within its authorized boundaries; and

WHEREAS, the Parties to this Agreement desire to supplement the Interlocal Agreement to include the TOWN as a Limited Member, as such term is defined in the Interlocal Agreement, on the date last signed below.

NOW, THEREFORE, in consideration of the above recitals, terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

SECTION 1. DEFINITIONS. Any capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

SECTION 2. PURPOSE. The purpose of this Agreement is to facilitate the financing of Qualifying Improvements through a C-PACE program with multiple, vetted C-PACE Administrators, in accordance with Section 163.08, Florida Statutes, and provide an efficient process for real property owners within the authorized boundaries of the TOWN to access the C-PACE program and permit FRED to administer and oversee the C-PACE program within such authorized boundaries.

SECTION 3. RIGHTS OF PARTIES. FRED, together with its member Parties, and the TOWN, with the intent to be bound thereto, hereby agree that the TOWN shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the authorized boundaries of the TOWN, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the TOWN.

SECTION 4. INCORPORATION OF RECITALS AND LEVY OF SPECIAL ASSESSMENTS. The Parties hereby acknowledge and agree with each recital to this Agreement and incorporate such findings herein as their own. The non-ad valorem special assessments arising from a property owner's voluntary participation in the C-PACE program shall be levied by FRED on properties within the authorized boundaries the TOWN and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

SECTION 5. QUALIFYING IMPROVEMENTS. FRED may provide access to financing for Qualifying Improvements to real property within the authorized boundaries of the TOWN, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and TOWN law.

SECTION 6. FINANCING AGREEMENT. Before extending any financing or subjecting any participating real property within the authorized boundaries of the TOWN to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a financing agreement (the "Financing Agreement") with property owner(s) within the authorized boundaries of the TOWN who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the C-PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills (after completion of the project(s), permit approval, and approval by the property owner).

SECTION 7. BOUNDARIES OF THE C-PACE PROGRAM. For the limited purposes of administering the C-PACE program and imposing non-ad valorem special assessments as described in this Agreement, the authorized boundaries of FRED shall be limited to the real property described in Exhibit "B" attached hereto (the "authorized boundaries") which may be limited, expanded to reflect annexation, or more specifically designated from time to time by the TOWN by providing written notice to FRED. Upon written request, the TOWN agrees to provide FRED the current description of the authorized boundaries of the TOWN.

SECTION 8. ELIGIBLE PROPERTIES. Within the authorized boundaries of the TOWN, improved real property referenced by Alternate Key Numbers 3793911, 3374916, 1282594, 1282608, and 3922235, may be eligible for participation in the C-PACE program within the limits otherwise prescribed in Section 163.08, Florida Statutes.

SECTION 9. C-PACE PROVISIONS. Except as required or prohibited by Florida Statute, commercial property financings:

- A) may be subject to a prepayment penalty or other similar structures;
- B) may include a drawdown schedule during construction;
- C) may include existing and new construction; and
- D) will not be subject to residential PACE consumer protection standards that may be adopted by the TOWN.

SECTION 10. SURVIVAL OF SPECIAL ASSESSMENTS. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the authorized boundaries of the TOWN to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the TOWN incorporated into Section 3 hereof. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for

such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the authorized boundaries of the TOWN as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

SECTION 11. TERM. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon 90 days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the TOWN ("Termination Date"), FRED shall not approve any new applications affecting property within the authorized boundaries of the TOWN referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the C-PACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

SECTION 12. CONSENT. This Agreement, together with the resolution by the governing board of the TOWN approving this Agreement, shall be considered the Parties' consent to authorize FRED to administer the C-PACE program within the authorized boundaries of the TOWN, as required by Section 163.08, Florida Statutes. Written notice will be provided to FRED in the event the TOWN subsequently takes an action to prohibit FRED from imposing the non-ad valorem special assessments within authorized boundaries of the TOWN.

SECTION 13. TOWN COORDINATOR. The Growth Management Department within the TOWN shall serve as the TOWN's primary point of contact and coordinator. The TOWN will advise FRED of any changes to the TOWN's primary contact and coordinator within 30 days of such changes.

SECTION 14. CARBON OR SIMILAR CREDITS. To the extent permitted by law, in the event that the Financing Agreement or any other C-PACE agreement with the property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to FRED, any such carbon or similar mitigation credits derived from properties within the authorized boundaries of the TOWN, shall be shared in equal parts between FRED and the TOWN.

SECTION 15. LIMITED OBLIGATIONS. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the TOWN without a separate interlocal agreement or other authority provided by State law. To the extent that FRED or FDFC issues C-PACE-related

bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the authorized boundaries of the TOWN. The issuance of such bonds shall not directly or indirectly or contingently obligate the TOWN to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the TOWN. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the TOWN is not an obligated party, and also adequately disclose material attendant risks with C-PACE programs.

SECTION 16. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.

A) TOWN and FRED are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(0), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the founders or members of FRED shall not be held jointly liable for the torts of the officers or employees of the FRED, or any other tort attributable to FRED, and that FRED alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. TOWN and FRED acknowledge and agree that FRED shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. TOWN is completely independent of FRED. To the extent provided by law, FRED shall indemnify, defend and hold harmless TOWN from any and all damages, claims, and liability arising from the negligence or intentional misconduct of FRED relating to operation of the C-PACE program. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

B) Neither TOWN, nor the local governments who are either or both the founders or members of the Agency, nor any subsequently joining or participating local government as members of FRED shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED, except to the extent otherwise mutually and expressly agreed upon, and neither FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED have any authority or power to otherwise obligate either TOWN, the local governments who are either or both the founders or members of FRED, nor any

subsequently subscribing or participating local government in the business of FRED in any manner.

C) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.

SECTION 17. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the authorized boundaries of the TOWN, which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the authorized boundaries of the TOWN. If required by the tax collector and property appraiser, the TOWN agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

SECTION 18. OPINION OF BOND COUNSEL. FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents, that the FDFC C-PACE program's structure complies with the bond validation judgment and the underlying bond documents.

SECTION 19. AGENTS OF FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable TOWN, state and federal laws.

SECTION 20. NOTICES. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, or by electronic mail, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
156 Tuskawilla Road, Suite 2340
Winter Springs, FL 32708

bspivey@fdcbonds.com

and Issuer's Counsel with Nelson Mullins Broad and Cassel

Joseph Stanton, Esq.

Bank of America Center

390 North Orange Avenue

Suite 1400

Orlando, FL 32801-4961

407.839.4200 (t)

jstanton@nelsonmullins.com

If to TOWN:

Thad Carroll, Growth Management Director

Town of Lady Lake

409 Fennell Boulevard

Lady Lake, FL 32159

(352) 751-1521

tcarroll@ladylake.org

SECTION 21. AMENDMENTS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the TOWN and FRED or other delegated authority authorized to execute same on their behalf.

SECTION 22. JOINT EFFORT. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

SECTION 23. MERGER. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 24. ASSIGNMENT. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

SECTION 25. THIRD PARTY BENEFICIARIES. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

SECTION 26. RECORDS. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

SECTION 27. RECORDING. This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of the TOWN and recorded in the public records of the TOWN as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

SECTION 28. SEVERABILITY. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 29. EFFECTIVE DATE. This Agreement shall become effective upon the execution by both Parties hereto.

SECTION 30. LAW, JURISDICTION, AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifth Judicial Circuit in and for Lake County, Florida, the United States District Court for the Middle District of Florida or United States Bankruptcy Court for the Middle District of Florida, as appropriate.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this 3rd day of May, 2021.

TOWN OF LADY LAKE, FLORIDA

Ruth Kussard, Mayor

Attest:

Nancy Slaton, Interim Town Clerk

Approved as to form:

Derek Schroth, Town Attorney

FLORIDA DEVELOPMENT FINANCE CORPORATION on behalf of FLORIDA RESILIENCY AND ENERGY DISTRICT

William "Bill" F. Spivey, Jr.

Witness:

Witness:

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me William "Bill" F. Spivey, Jr., Executive Director of the Florida Development Finance Corporation, by means of _____ physical presence or _____ online notarization, this ____ day of _____, 2021 by _____, as Owner/Authorized Signer of the Property, who is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public Signature

EXHIBIT B — Legal Description & Map

AK# 3922235:

FROM SOUTH 1/4 CORNER OF SECTION 28 TOWNSHIP 18 SOUTH RANGE 24 EAST RUN NORTH 00-18-43 WEST ALONG WEST LINE OF SOUTHEAST 1/4 A DISTANCE OF 2095.71 FEET FOR POINT OF BEGINNING, RUN NORTH 89-41-17 EAST 368.82 FEET, NORTH 00-16-55 WEST 179.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 188 FEET AND A DELTA ANGLE OF 13-51-48, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.49 FEET TO THE POINT OF TANGENCY, HAVING A CHORD BEARING OF NORTH 07-12-49 WEST, AND A CHORD DISTANCE OF 45.38 FEET, THENCE RUN NORTH 14-08-43 WEST 75.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 212 FEET, A DELTA ANGLE OF 13-50-48, THENCE ALONG THE ARC OF SAID CURVE 51.23 FEET TO THE POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 07-13-19 WEST, AND A CHORD DISTANCE OF 51.11 FEET, THENCE NORTH 00-17-27 WEST 210.73 FEET TO A POINT ON THE NORTH LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 28, THENCE SOUTH 89-42-05 WEST ALONG SAID NORTH LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 339.32 FEET TO A POINT ON THE WEST LINE OF SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00-18-43 EAST ALONG SAID WEST LINE OF SOUTHEAST 1/4 A DISTANCE OF 559.02 FEET TO THE POINT OF BEGINNING - ORB 5533 PG 1141

AK# 3374916:

THAT PART OF ABANDONED RR R/W & THAT PART OF NW 1/4 OF SE 1/4 DESCRIBED AS FOLLOWS: FROM SE COR OF NW 1/4 OF SE 1/4 RUN N 00DEG 38MIN 56SEC E 279.44 FT, N 22DEG 46MIN 58SEC W PARALLEL WITH THE W'LY R/W LINE OF US HWY 27-441 A DIST OF 308.37 FT, N 67DEG 13MIN 02SEC E 100.48 FT TO W'LY R/W LINE OF US HWY 27, N 22DEG 46MIN 58SEC W ALONG THE W'LY R/W LINE OF US HWY 27 A DIST OF 225.72 FT FOR POB, RUN S 72DEG 51MIN 55SEC W 477.61 FT, N 17DEG 58MIN 49SEC W TO N LINE OF NW 1/4 OF SE 1/4, S 89DEG 14MIN 17SEC E 446.88 FT TO A POINT ON W'LY R/W LINE OF US HWY 27, S 22DEG 46MIN 58SEC E ALONG SAID W'LY R/W LINE OF US HWY 27 TO POB - ORB 2975 PG 1235

AK# 3793911: FROM NW COR OF SE 1/4 OF SE 1/4 RUN N 00-38-56 E ALONG E LINE OF NW 1/4 OF SE 1/4 A DIST OF 279.44 FT, N 22-46-58 W PARALLEL WITH THE W'LY R/W LINE OF US HWY 27 A DIST OF 308.37 FT, N 67-13-02 E 100.48 FT TO W'LY R/W LINE OF US HWY 27, N 22-46-58 W ALONG W'LY R/W LINE OF US HWY 27 A DIST OF 112.86 FT FOR POB, RUN S 69-44-02 W 488.35 FT, N 17-58-49 W 138.91 FT, N 72-51-55 E 477.61 FT TO W R/W LINE OF US HWY 27, S 23-16-06 E ALONG SAID R/W 112.86 FT TO POB - ORB 4885 PG 1012

AK# 1282608:

NW 1/4 OF SE 1/4 OF SECTION 28 TOWNSHIP 18 SOUTH RANGE 24 EAST LYING W OF ACL RR R/W--LESS BEG AT SE COR OF NW 1/4 OF SE 1/4, RUN N 00DEG 38MIN 56SEC E ALONG E LINE OF NW 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 279.44 FEET, NORTH 22-46-58 WEST 308.37 FEET, RUN SOUTH 67-13-02 WEST 400 FEET, SOUTH 17-30-30 EAST TO SOUTH LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4, EAST ALONG SAID SOUTH LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 TO POINT OF BEGINNING AND LESS FROM SOUTHEAST CORNER OF NORTHWEST 1/4 OF SOUTHEAST 1/4 RUN NORTH 00-38-56 EAST 279.44 FEET, NORTH 22-46-58 WEST 308.37 FEET FOR POINT OF BEGINNING, RUN SOUTH 67-13-02 WEST 400 FEET, NORTH 17-30-30 WEST 971.23 FEET TO NORTH LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4, SOUTH 89-24-17 EAST TO WESTERLY LINE OF RAILROAD RIGHT OF WAY, SOUTH 22-46-57 EAST TO POINT OF BEGINNING AND LESS FROM SOUTH 1/4 CORNER OF SECTION 28 TOWNSHIP 18 SOUTH RANGE 24 EAST RUN NORTH 00-18-43 WEST ALONG WEST LINE OF SOUTHEAST 1/4 A DISTANCE OF 2095.71 FEET FOR POINT OF BEGINNING, RUN NORTH 89-41-17 EAST 368.82 FEET, NORTH 00-16-55 WEST 179.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 188 FEET AND A DELTA ANGLE OF 13-51-48, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.49 FEET TO THE POINT OF TANGENCY, HAVING A CHORD BEARING OF NORTH 07-12-49 WEST, AND A CHORD DISTANCE OF 45.38 FEET, THENCE RUN NORTH 14-08-43 WEST 75.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 212 FEET, A DELTA ANGLE OF 13-50-48, THENCE ALONG THE ARC OF SAID CURVE 51.23 FEET TO THE POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 07-13-19 WEST, AND A CHORD DISTANCE OF 51.11 FEET, THENCE NORTH 00-17-27 WEST 210.73 FEET TO A POINT ON THE NORTH LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 28, THENCE SOUTH 89-42-05 WEST ALONG SAID NORTH LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 339.32 FEET TO A POINT ON THE WEST LINE OF SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 00-18-43 EAST ALONG SAID WEST LINE OF SOUTHEAST 1/4 A DISTANCE OF 559.02 FEET TO THE POINT OF BEGINNING - ORB 2975 PG 1235

AK# 1282594:

SW 1/4 OF SE 1/4 N OF CLAY ROAD--LESS BEG AT NE COR OF SW 1/4 OF SE 1/4, RUN S ALONG SAID E LINE OF SW 1/4 OF SE 1/4 TO N'LY R/W LINE OF CLAY RD, N 84DEG 15MIN 56SEC W ALONG N'LY R/W 100FT, N 17DEG 30MIN 30SEC W TO N LINE OF SW 1/4 OF SE 1/4, E ALONG SAID N LINE OF SW 1/4 OF SE 1/4 TO POB - ORB 2975 PG 1235

