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Recorded 12/12/2017 11:56AM
KATHY K. TROST
WALTON COUNTY CLERK OF COURT

Deed
Doc: COVE

Bk 04164 Pg 0347-0360

[Space Above Reserved for Recording Data]

ENY.
*

Upon Recording, Return to:
Lazega & Johanson LLC
P.O. Box 250800
Atlanta, Georgia 30325
Attn: JRB

Note: This Instrument Prepared at the Instruction of the Parties – Drafting Only – No Title Examination

Index in Grantor Index under Association and Golf Course Operator/Owner Names
Cross Reference: Deed Book 858
Page 72

Deed Book 775
Page 346

Deed Book 2899
Page 287

STATE OF GEORGIA
COUNTY OF WALTON

**RESTRICTIVE COVENANT AND COST-SHARING AGREEMENT
BETWEEN THE PROVIDENCE CLUB COMMUNITY ASSOCIATION,
SCHWENDINGER MANAGEMENT, AND THE GREEN VALLEY GOLF GROUP**

This Covenant and Cost-Sharing Agreement between The Providence Club Community Association, Schwendinger Management, and The Green Valley Golf Group (hereinafter the "Agreement") is made on the date set forth below by **The Providence Club Community Association, Inc.**, a Georgia nonprofit corporation (the "Association"), **Schwendinger Management, LLC**, a Georgia limited liability company, doing business as the Providence Club Golf Course, and **The Green Valley Golf Group, LLC**, a Georgia limited liability company (hereinafter, Schwendinger Management and The Green Valley Golf Group collectively referred to as the "Golf Course Operator/Owner").

WITNESSETH:

WHEREAS, the Golf Course Operator/Owner is the current operator and owner of a certain tract of land on which a golf course, golf club and other recreational facilities are located, and which property adjoins, in part, The Providence Club subdivision, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Golf Property");

WHEREAS, the Association is the current entity in charge of managing The Providence Club subdivision pursuant to that Declaration of Covenants, Conditions, and Restrictions for The Providence Club, recorded on July 9, 1998 in Deed Book 858, Page 72 of the Walton County, Georgia land records (hereinafter the "Declaration");

WHEREAS, a Reciprocal Easement and Operating Agreement was entered into on October 1, 1997 by Bold Springs Associates, L.P., the original developer of the Providence Club subdivision, and Eagle Greens, LTD., the original developer of the Providence Club golf course, and recorded on October 8, 1997 in Deed Book 775, Page 346 of the Walton County, Georgia land records (hereinafter the "Original Golf Course Agreement");

WHEREAS, Section 4(a) of the Original Golf Course Agreement required that the Golf Property be restricted to the use and operation of a golf course and related activities for a period of 20 years from the date of the Original Golf Course Agreement;

WHEREAS, this restrictive covenant expired on October 1, 2017;

WHEREAS, the Association and Golf Course Operator/Owner desire to enter into this current Agreement to ensure that the Golf Property continues to be used and operated as a golf course and for related activities;

WHEREAS, Article 14, Section 14.5 of the Association's Declaration states that the Association may enter into a contractual arrangement or Cost-Sharing Agreement (as that term is defined in the Declaration) with other entities for, among other things, costs relating to shared property or services;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to ensure that the Golf Property continues to be used and operated as a golf course and for related activities in order to maintain and improve existing property values for homeowners in The Providence Club subdivision.
2. General Terms.
 - a. The Association hereby agrees to charge a Club Facility Fee to its members on an annual basis.. These fees shall be a separate line item on the Association's annual budget, imposed by the Association pursuant to its authority to enter into cost-sharing agreements under Article 14, Section 14.5 of the Declaration, and collected from the members in the same manner as delinquent assessments under the Declaration.
 - b. The Club Facility Fee shall be assessed against each lot for 20 years from the Effective Date of this Agreement, with payments to be phased in over the first 3 years based on the following schedule:

Year 1: \$100 per lot
Year 2: \$200 per lot
Year 3 to 20: \$300 per lot

(hereinafter the "Club Facility Fee").

- c. The Association shall forward the Club Facility Fee to the Golf Course Operator/Owner within 30 days of receiving it from an Association member.
 - d. Upon request, the Association shall provide the Golf Course Operator/Owner with a list that shows the members that have not paid the Club Facility Fee within the time prescribed for payment.
 - e. The Golf Course Operator/Owner shall offer one of two options to those Association members that have timely paid their Club Facility Fee:
 - i. a monthly credit of Twenty Five Dollars (\$25.00) to be applied towards food, beverage or golf fees, but not merchandise, at The Providence Club Golf Course (the "Monthly Credit"); or
 - ii. an annual Three Hundred Dollar (\$300.00) credit to be applied towards membership at any club managed by Schwendinger Management, LLC and/or The Green Valley Golf Group, LLC. (the "Annual Credit") (hereinafter the Monthly Credit and Annual Credit collectively referred to as the "Credits").
 - f. The Golf Course Operator/Owner may refuse to offer Credits to any Association member who is in arrears with the Club Facility Fee, which shall be the sole remedy of the Golf Course Operator/Owner with respect to such delinquencies. The Golf Course Operator/Owner shall resume providing credits when all overdue payments of the Club Facility Fee have been paid.
 - g. In the event the Golf Course Operator/Owner breaches any terms of this Agreement, the Association and its members may withhold payment of the Club Facility Fees. The continued operation of the Golf Property as an 18-hole golf course shall be an express condition precedent to the obligation of Association members to pay the Club Facility Fee.
3. Application of Credits.
- a. The Credits will be available to Association members after they have made their year 2 payment (i.e., year 1 payment + year 2 payment = \$300.00).
 - b. The Credits shall not accrue over time. The Monthly Credit must be used during the month that it becomes available. The Annual Credit must be used within 365 days of the date on which it becomes available. .
 - c. The Golf Course Operator/Owner shall provide on the first day of each month a voucher of Twenty Five Dollars (\$25.00) to the Association members who qualify and elect to receive the Monthly Credit; provided, however, should the Golf Course Operator/Owner fail to provide this voucher, this failure shall not invalidate the

Monthly Credit due and owing to the Association member, and each Association member shall be entitled to use its Twenty Five Dollar (\$25.00) credit each month whether it receives a physical voucher or not. These vouchers shall be non-transferable.

- d. Each Monthly Credit shall be valid for the calendar month in which it is issued, at which time it shall expire and be of no effect; provided, however, unused Monthly Credits may be turned in at any point within a 12-month window to be applied towards an Annual Credit for a golf membership. In such event, the start date for the annual golf membership shall relate back to the date of the first Monthly Credit (e.g., if 3 unused Monthly Credits are applied towards an Annual Credit, there will be only 9 months remaining on the annual golf membership).
4. Review of Association Records. The Association shall maintain, on a calendar year basis, accurate and complete records of names of its members and the dates such members became bound by the Declaration. The Golf Course Operator/Owner shall be entitled to inspect the books and records of the Association at the place such records are maintained by the Association for the sole and limited purpose of verifying the names of the members and the dates such members became obligated to pay Club Facility Fees pursuant to the Declaration. The Golf Course Operator/Owner shall submit a written request for inspection at least 10 business days prior to the desired date of inspection.
5. Enforcement.
- a. In the event the Golf Course Operator/Owner fails to issue and/or fully honor the Credits or otherwise violates the terms of this Agreement, the Association shall have the right to bring a lawsuit and seek monetary damages, injunctive relief, and/or specific performance of the terms of this Agreement.
 - b. Notwithstanding the above, the Golf Course Operator/Owner expressly acknowledges and agrees that Association members are third-party beneficiaries under this Section 5 and may proceed individually against it to enforce the terms of this Agreement and remedy aggrieved rights.
 - c. The Board of Directors of the Association may, in its sole discretion, require that an aggrieved Association member independently pursue all available remedies under Georgia law against the Golf Course Operator/Owner before the Association commences enforcement action. The Board of Directors of the Association has the sole discretion to decide which, if any, enforcement action to pursue against the Golf Course Operator/Owner under this Agreement.
 - d. The failure of the Association to enforce any provision of this Agreement shall in no event be deemed a waiver of its right to do so thereafter or of any Association member's right to do so.

6. Bankruptcy. The Golf Course Operator/Owner expressly acknowledges and agrees that: (i) it shall breach this Agreement if it files for bankruptcy or otherwise becomes insolvent; and (ii) that said filing for bankruptcy or insolvency shall not operate to rescind the restrictive covenant referenced in Section 10 of this Agreement. This restrictive covenant, which states that the Golf Property shall be restricted to the sole use and operation as and for a golf course and related activities for 20 years from the Effective Date of this Agreement, shall continue to run with and bind the land and remain in full force and effect, notwithstanding that the Golf Course Operator/Owner may file for bankruptcy or otherwise becoming insolvent.
7. Assignment. This Agreement, and the rights and obligations hereunder, shall not be assignable by either party without the written consent of the other. In the event this Agreement is assigned by either party, then the assignee shall have all of the obligations of the assignor arising out of this Agreement.
8. Notices. All notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail (return-receipt requested) or by priority overnight mail via a recognized national overnight courier service as set forth below:

The Green Valley Golf Group, LLC:

The Green Valley Golf Group, LLC
P.O. Box 579
McDonough, GA 30253

Schwendinger Management, LLC:

Schwendinger Management, LLC
P.O. Box 579
McDonough, GA 30253

Association:

The Providence Club Community Association, Inc.
P.O. Box 1410
Monroe, GA 30655

Notices delivered pursuant to this Section shall be deemed given by the sender and received by the recipient: (i) at the time delivered, if personally delivered; (ii) 6 business days after being sent by certified mail, as aforesaid, or (iii) the next business day if sent via overnight mail, as aforesaid. Any party hereto may change the address to which notice is to be sent by written notice to the other party in accordance with this Section.

9. Effective Date. The rights and obligations created in this Agreement shall be effective upon the recordation of this Agreement in the Walton County, Georgia records (the "Effective Date").
10. Duration of Agreement and Restrictive Covenant. For a period of 20 years from the Effective Date of this Agreement, use of the Golf Property shall be restricted to the sole use and operation as and for an 18-hole golf course and related activities. This restriction runs with the Golf Property and shall bind successors in title to the Golf Course Operator/Owner. The Association or any of its members may be entitled to enforce the

terms of this restrictive covenant. Social gatherings, ancillary retail sales related to golf activities, and food and beverage sales – each within a clubhouse or similar facility – shall be allowed on the Golf Property. Stand-alone retail or restaurant facilities shall not be allowed on the Golf Property unless approved in writing by the Association.

11. Standard of Operation. The Golf Property shall be continuously operated and maintained in a manner consistent with daily fee golf courses of comparable quality in the outlying metropolitan Atlanta area. Any failure to so operate and maintain the Golf Property during the 20 year period of this Agreement shall constitute a default under the terms of the Agreement.
12. Architectural Changes to Golf Property. Golf Course Operator/Owner agrees that during the 20 year period specified above, any material installation, construction or alteration to or affecting the exterior of the clubhouse on the Golf Property and all other buildings, facilities, structures and signage relating to the Golf Property, including, without limitation, the locations thereof, shall be subject to the architectural review and approval of the Association based on compliance with the architectural and design standards established under the Declaration, which approval shall not be unreasonably withheld or delayed. The parties agree that at a minimum the architectural style of the clubhouse on the Golf Property and all other buildings, facilities, structures and signage relating to the Golf Property shall be in keeping with the overall architectural and aesthetic style and scheme of The Providence Club subdivision. Golf Course Operator/Owner further agrees during the above stated time period to make no material alterations or additions to the landscaping of or other improvements on, in or around the Golf Property (including, without limitation, fences) or to the contour of the Golf Property that will materially and adversely affect the view from any lot within The Providence Club subdivision, without approval of the Association, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Golf Course Operator/Owner shall have the right to make such changes to the golf course as it may deem reasonably required for safety or beautification purposes, which desired changes for safety or beautification purposes in each case shall be submitted to the Association in writing for review and approval, which review and approval shall not be unreasonably withheld or delayed. If the Association does not disapprove of such proposal in writing within 20 days from the date it receives such proposal, it shall be deemed to have approved such proposal.
13. Zoning Changes. During the 20 year term of the restrictive covenant specified in Section 10 above, Golf Course Operator/Owner shall not seek any zoning changes concerning the Golf Property or any changes to the applicable development approvals pertaining to the Golf Property that would permit a change in the use of the Golf Property from the operation of an 18-hole golf course and golf club, without the express written consent of the Association, which consent may be withheld in the Association's sole and absolute discretion.
14. Binding Effect. This Agreement shall be binding on the successors, successors-in-title, legal representatives, and assigns of the Association and the Golf Course Operator/Owner, and shall run with title to the particular parcels of property involved.

15. Amendment. This Agreement may not be modified or amended except by a writing executed by all of the parties and subsequently recorded in the land records of Walton County, Georgia.
16. Severability. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
17. Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties and specifically supersedes any other agreement or understanding among the parties related to the subject matter hereof.
18. Interpretation. This Agreement shall not be construed more strictly against any party hereto regardless of which party is responsible for its preparation, it being agreed that this Agreement was fully negotiated by the parties.
19. Attorneys' Fees and Costs. In the event of any dispute concerning the interpretation or enforcement of the terms hereof, the prevailing party in any such dispute shall be entitled to recover from the non-prevailing party all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and expenses incurred.
20. Action of Association. No action taken by the Association with respect to this Agreement shall require the approval of its members except as required by the Declaration, the Association Bylaws, or Georgia law.
21. Preambles. The preambles of this Agreement are incorporated into this Agreement and made a part hereof as if fully restated herein in their entirety.
22. Counterpart Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

[COUNTERPART SIGNATURE PAGES ATTACHED]

Counterpart Signature Page to be attached to:

**Covenant and Cost-Sharing Agreement
Between The Providence Club Community Association,
Schwendinger Management, and The Green Valley Golf Group**

IN WITNESS WHEREOF, this Agreement has been executed by the Association under seal
on this 27 day of November, 2017.

ASSOCIATION:

**The Providence Club Community Association, Inc.,
a Georgia nonprofit corporation**

By: Nicholas Santopietro

Title: PRESIDENT

Print Name: NICHOLAS SANTOPIETRO

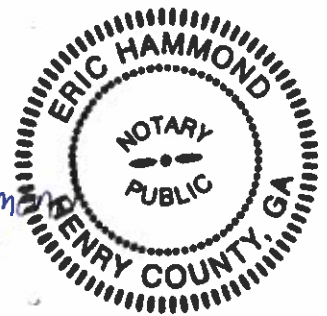
[Corporate Seal]

Sworn to and subscribed before me
this 27 day of Nov, 2017

Unofficial Witness: Jennifer Hammond

Notary Public: [Signature]

Expires 8/24/18



By: Robert Kutchback

Title: CO-TREASURER

Print Name: ROBERT KUTCHBACK

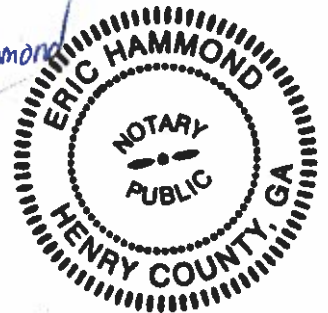
[Corporate Seal]

Sworn to and subscribed before me
this 27 day of Nov, 2017

Unofficial Witness: Jennifer Hammond

Notary Public: [Signature]

Expires 8/24/18



Counterpart Signature Page to be attached to:

**Covenant and Cost-Sharing Agreement
Between The Providence Club Community Association,
Schwendinger Management, and The Green Valley Golf Group**

IN WITNESS WHEREOF, this Agreement has been executed by the Golf Course Operator/Owner under seal on this 27 day of November, 2017.

GOLF COURSE OPERATOR/OWNER:

Schwendinger Management, LLC,
a Georgia limited liability company,
doing business as the Providence Club Golf Course

By: [Signature]

Title: Managing Partner

Print Name: Jon Schwendinger

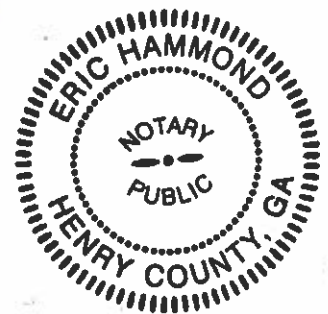
[Corporate Seal]

Sworn to and subscribed before me
this 27 day of November, 2017

Unofficial Witness: Jennifer Hammond

Notary Public: [Signature]

Expires 8/24/18



The Green Valley Golf Group, LLC,
a Georgia limited liability company

By: [Signature]

Title: Manager Partner

Print Name: Jon Schwendinger

[Corporate Seal]

Sworn to and subscribed before me
this 27 day of November, 2017

Unofficial Witness: Jennifer Hammond

Notary Public: [Signature]

Expires 8/24/18

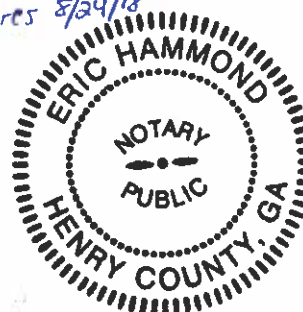


Exhibit "A"

Legal Description Golf Property

EXHIBIT A
(Description of the Land)

All that tract or parcel of land lying and being in Land Lots 52, 84, 85, 88 and 89 of the 3rd District, Walton County, Georgia, and being shown and described according to plat of survey prepared for Bold Springs Associates, L.P., Eagle Greens, Ltd., and Chicago Title Insurance Company by Dills-Jones & Associates, Inc., bearing the seal of Wilmer Denton Jones, Jr., Georgia Professional Registered Land Surveyor No. 2384, dated September 30, 1997, and recorded in Plat Book 75 at page 13, as follows, all measurements being a little more or less:

Beginning at a point at the intersection of right of ways of Bold Springs Road and Cross Lane Road; thence North 60 degrees 34 minutes 40 seconds East a distance of 290.24 feet to a point; thence North 60 degrees 37 minutes 32 seconds East a distance of 77.69 feet to a point; thence North 48 degrees 37 minutes 47 seconds East a distance of 71.74 feet to a point; thence North 22 degrees 36 minutes 52 seconds East a distance of 30.93 feet to a point; thence North 60 degrees 42 minutes 30 seconds East a distance of 1618.40 feet to a point; thence South 29 degrees 17 minutes 30 seconds East a distance of 156.51 feet to a point; thence South 07 degrees 09 minutes 41 seconds West a distance of 754.88 feet to a point; thence South 27 degrees 17 minutes 04 seconds East a distance of 102.20 feet to a point; thence South 61 degrees 43 minutes 49 seconds East a distance of 190.91 feet to a point; thence North 28 degrees 16 minutes 11 seconds East a distance of 379.11 feet to a point; thence North 61 degrees 43 minutes 49 seconds West a distance of 78.25 feet to a point; thence North 07 degrees 09 minutes 41 seconds East a distance of 260.00 feet to a point; thence North 26 degrees 29 minutes 48 seconds East a distance of 160.96 feet to a point; thence North 20 degrees 31 minutes 13 seconds East a distance of 316.60 feet to a point; thence North 58 degrees 52 minutes 29 seconds East a distance of 227.09 feet to a point; thence South 32 degrees 31 minutes 08 seconds East a distance of 144.25 feet to a point; thence South 72 degrees 14 minutes 59 seconds East a distance of 825.38 feet to a point; thence North 25 degrees 07 minutes 57 seconds East; a distance of 531.20 feet to a point; thence North 01 degrees 52 minutes 14 seconds West a distance of 472.04 feet to a point; thence North 33 degrees 09 minutes 58 seconds East a distance of 195.08 feet to a point; thence South 23 degrees 45 minutes 57 seconds East a distance of 142.12 feet to a point; thence South 61 degrees 34 minutes 36 seconds East a distance of 289.38 feet to a point; thence North 06 degrees 12 minutes 01 seconds West a distance of 934.62 feet to a point; thence North 61 degrees 31 minutes 58 seconds East a distance of 84.63 feet to a point; thence North 28 degrees 08 minutes 02 seconds West a distance of 53.72 feet to a point; around a curve to the left through a central angle of 35 degrees 33 minutes 58 seconds an arc distance of 310.37 feet; a chord bearing of North 45 degrees 55 minutes 02 seconds West a distance of 305.41 feet to a point; thence North 63 degrees 42 minutes 01 seconds West a distance of 332.78 feet to a point; around a curve to the right through a central angle of 28 degrees 39 minutes 39 seconds an arc distance of 125.06 feet; a chord bearing of North 49 degrees 22 minutes 11 seconds West a distance of 123.76 feet to a point; thence North 35 degrees 02 minutes 21 seconds West a distance of 689.35 feet to a point; thence South 54 degrees 57 minutes 39 seconds West a distance of 95.52 feet to a point; thence North 44 degrees 39 minutes 16 seconds West a distance of 301.01 feet to a point; thence North 33 degrees 00 minutes 58 seconds West a distance of 118.33 feet to a point; thence North 54 degrees 36 minutes 00 seconds West a distance of 541.38 feet to a point; thence North 86 degrees 10 minutes 17 seconds West a distance of 68.85 feet to a point; thence North 01 degrees 22 minutes 11 seconds East a distance of 14.27 feet to a point; thence North 06 degrees 03 minutes 38 seconds West a distance of 72.99 feet to a point; thence North 07 degrees 26 minutes 43 seconds West a distance of 156.99 feet to a point; thence North 10 degrees 01 minutes 21 seconds West a distance of 80.87 feet to a point; thence North 17 degrees 18 minutes 00 seconds West a distance of 92.36 feet to a point; thence North 17 degrees 20 degrees 34 minutes 33 seconds West a distance of 91.70 feet to a point; thence North 17 degrees 31 minutes 19 seconds West a distance of 91.70 feet to a point; thence North 13 degrees 36

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minutes 27 seconds West a distance of 73.77 feet to a point; thence North 06 degrees 55 minutes 36 seconds West a distance of 60.53 feet to a point; thence North 61 degrees 11 minutes 37 seconds East; a distance of 1804.76 feet to a point; thence South 79 degrees 56 minutes 36 seconds East a distance of 99.32 feet to a point; thence North 81 degrees 13 minutes 30 seconds East a distance of 158.92 feet to a point; thence North 74 degrees 48 minutes 42 seconds East a distance of 240.35 feet to a point; thence North 14 degrees 38 minutes 28 seconds East a distance of 82.88 feet to a point; thence North 64 degrees 21 minutes 56 seconds East; a distance of 79.61 feet to a point; thence South 69 degrees 57 minutes 02 seconds East a distance of 71.62 feet to a point; thence South 56 degrees 32 minutes 13 seconds East a distance of 104.16 feet to a point; thence South 58 degrees 06 minutes 54 seconds East a distance of 412.75 feet to a point; thence South 66 degrees 44 minutes 32 seconds East a distance of 75.49 feet to a point; thence North 64 degrees 40 minutes 45 seconds East a distance of 110.89 feet to a point; thence North 72 degrees 24 minutes 50 seconds East a distance of 77.12 feet to a point; thence South 61 degrees 59 minutes 26 seconds East a distance of 99.14 feet to a point; thence South 54 degrees 17 minutes 10 seconds East a distance of 168.36 feet to a point; thence South 29 degrees 22 minutes 22 seconds East a distance of 200.34 feet to a point; thence North 84 degrees 53 minutes 32 seconds East a distance of 73.85 feet to a point; thence South 28 degrees 37 minutes 44 seconds East a distance of 139.94 feet to a point; thence South 46 degrees 42 minutes 41 seconds East a distance of 46.28 feet to a point; thence South 05 degrees 59 minutes 32 seconds West a distance of 24.02 feet to a point; thence South 28 degrees 40 minutes 49 seconds West a distance of 64.95 feet to a point; thence South 17 degrees 13 minutes 50 seconds West a distance of 110.34 feet to a point; thence South 41 degrees 06 minutes 38 seconds West a distance of 61.90 feet to a point; thence North 75 degrees 00 minutes 59 seconds West a distance of 35.35 feet to an IPC; thence North 61 degrees 50 minutes 55 seconds West a distance of 43.29 feet to a point; thence South 42 degrees 41 minutes 39 seconds West a distance of 47.05 feet to a point; thence South 19 degrees 38 minutes 56 seconds West a distance of 125.16 feet to a point; thence South 07 degrees 10 minutes 11 seconds East a distance of 98.08 feet to a point; thence South 29 degrees 20 minutes 38 seconds West a distance of 95.61 feet to a point; thence South 38 degrees 29 minutes 56 seconds West a distance of 64.96 feet to a point; thence South 34 degrees 19 minutes 42 seconds West a distance of 36.93 feet to a point; thence South 29 degrees 27 minutes 04 seconds West a distance of 81.48 feet to a point; thence South 40 degrees 16 minutes 46 seconds West a distance of 62.82 feet to a point; thence South 22 degrees 24 minutes 08 seconds West a distance of 99.97 feet to a point; thence South 32 degrees 32 minutes 53 seconds West a distance of 170.13 feet to a point; thence South 19 degrees 34 minutes 59 seconds West a distance of 220.37 feet to a point; thence South 08 degrees 23 minutes 40 seconds East a distance of 132.58 feet to a point; thence South 13 degrees 02 minutes 10 seconds East a distance of 131.49 feet to a point; thence South 11 degrees 07 minutes 06 seconds East a distance of 125.71 feet to a point; thence South 41 degrees 05 minutes 45 seconds East a distance of 58.58 feet to a point; thence South 25 degrees 24 minutes 31 seconds East a distance of 79.71 feet to a point; thence South 26 degrees 18 minutes 14 seconds East a distance of 64.86 feet to an IPC; thence South 22 degrees 30 minutes 35 seconds West a distance of 141.14 feet to a point; thence North 74 degrees 50 minutes 19 seconds West a distance of 73.30 feet to a point; thence South 59 degrees 48 minutes 50 seconds West a distance of 104.91 feet to a point; thence South 14 degrees 32 minutes 53 seconds West a distance of 54.04 feet to a point; thence South 22 degrees 34 minutes 20 seconds East a distance of 97.00 feet to a point; thence South 21 degrees 30 minutes 16 seconds East a distance of 99.10 feet to a point; thence South 04 degrees 45 minutes 28 seconds West a distance of 143.58 feet to a point; thence South 38 degrees 07 minutes 19 seconds East a distance of 45.36 feet to a point; thence North 69 degrees 00 minutes 19 seconds East a distance of 74.35 feet to a point; thence North 70 degrees 03 minutes 07 seconds East a distance of 128.75 feet to a point; thence South 85 degrees 47 minutes 12 seconds East a distance of 109.19 feet to a point; thence North 60 degrees 19 minutes 06 seconds East a distance of 187.22 feet to a point; thence North 76 degrees 13 minutes 56 seconds East a distance of 69.65 feet to a point; thence South 63 degrees 05 minutes 58 seconds East a distance of 63.28 feet to a point; thence South 27 degrees 54 minutes 07 seconds East a distance of 199.06 feet to a point; thence South 64 degrees 42 minutes 19 seconds East a distance of 81.18 feet to a point; thence North 67

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degrees 13 minutes 39 seconds East a distance of 72.74 feet to a point; thence South 31 degrees 56 minutes 36 seconds East a distance of 48.65 feet to a point; thence South 05 degrees 16 minutes 38 seconds West a distance of 27.59 feet to a point; thence South 24 degrees 37 minutes 25 seconds West a distance of 91.84 feet to a point; thence South 16 degrees 18 minutes 13 seconds East a distance of 19.31 feet to a point; thence South 40 degrees 40 minutes 30 seconds West a distance of 44.33 feet to a point; thence South 66 degrees 12 minutes 57 seconds West a distance of 215.77 feet to an IPC; thence South 09 degrees 49 minutes 30 seconds West a distance of 44.04 feet to a point; thence South 17 degrees 37 minutes 18 seconds East a distance of 63.99 feet to a point; thence South 41 degrees 37 minutes 23 seconds East a distance of 133.26 feet to a point; thence South 79 degrees 55 minutes 04 seconds East a distance of 47.31 feet to a point; thence South 13 degrees 03 minutes 30 seconds West a distance of 26.76 feet to a point; thence South 23 degrees 30 minutes 33 seconds West a distance of 64.18 feet to a point; thence South 01 degrees 05 minutes 30 seconds West a distance of 136.99 feet to a point; thence South 37 degrees 38 minutes 12 seconds West a distance of 160.46 feet to an IPC; thence South 61 degrees 55 minutes 39 seconds West a distance of 105.01 feet to a point; thence South 09 degrees 35 minutes 19 seconds West a distance of 81.28 feet to a point; thence South 49 degrees 36 minutes 43 seconds East a distance of 193.30 feet to a point; thence South 14 degrees 23 minutes 19 seconds West a distance of 62.52 feet to a point; thence South 13 degrees 05 minutes 38 seconds East a distance of 127.13 feet to a point; thence South 75 degrees 32 minutes 26 seconds West a distance of 181.60 feet to a point; thence South 63 degrees 22 minutes 36 seconds West a distance of 114.38 feet to a point; thence North 76 degrees 54 minutes 27 seconds West a distance of 81.64 feet to an IPC; thence South 85 degrees 55 minutes 37 seconds West a distance of 75.36 feet to a point; thence South 59 degrees 32 minutes 35 seconds West a distance of 52.31 feet to a point; thence South 49 degrees 04 minutes 39 seconds West a distance of 40.75 feet to a point; thence North 19 degrees 35 minutes 50 seconds East a distance of 356.57 feet to a point; thence North 03 degrees 56 minutes 03 seconds East a distance of 633.82 feet to a point; thence North 49 degrees 45 minutes 20 seconds East a distance of 308.50 feet to a point; thence North 37 degrees 30 minutes 16 seconds West a distance of 285.18 feet to a point; thence South 69 degrees 41 minutes 05 seconds West a distance of 328.22 feet to a point; thence South 87 degrees 16 minutes 38 seconds West a distance of 221.96 feet to a point; thence North 39 degrees 32 minutes 15 seconds West a distance of 376.00 feet to a point; thence North 83 degrees 35 minutes 09 seconds West a distance of 162.19 feet to a point; thence North 87 degrees 42 minutes 09 seconds West a distance of 213.07 feet to a point; thence North 46 degrees 45 minutes 19 seconds West a distance of 129.41 feet to a point; thence North 31 degrees 22 minutes 56 seconds West a distance of 169.84 feet to a point; thence North 49 degrees 11 minutes 25 seconds West a distance of 151.75 feet to a point; thence North 10 degrees 02 minutes 47 seconds West a distance of 475.26 feet to a point; thence North 04 degrees 56 minutes 13 seconds West a distance of 552.33 feet to a point; thence North 47 degrees 16 minutes 43 seconds West a distance of 388.60 feet to a point; thence North 59 degrees 59 minutes 47 seconds West a distance of 124.92 feet to a point; thence South 76 degrees 02 minutes 35 seconds West a distance of 116.55 feet to a point; thence South 34 degrees 23 minutes 46 seconds West a distance of 125.23 feet to a point; thence South 12 degrees 05 minutes 46 seconds East a distance of 589.97 feet to a point; thence South 03 degrees 50 minutes 52 seconds East a distance of 653.03 feet to a point; thence South 05 degrees 42 minutes 41 seconds East a distance of 112.19 feet to a point; thence South 21 degrees 02 minutes 37 seconds East a distance of 177.11 feet to a point; thence South 54 degrees 57 minutes 39 seconds West a distance of 126.96 feet to a point; thence South 35 degrees 02 minutes 21 seconds East a distance of 266.03 feet to a point; thence North 58 degrees 55 minutes 07 seconds East a distance of 121.24 feet to a point; thence North 79 degrees 35 minutes 07 seconds East a distance of 325.84 feet to a point; thence North 47 degrees 12 minutes 46 seconds East a distance of 133.42 feet to a point; thence South 28 degrees 52 minutes 15 seconds East a distance of 103.54 feet to a point; thence South 49 degrees 09 minutes 31 seconds East a distance of 140.76 feet to a point; thence South 69 degrees 07 minutes 46 seconds East a distance of 186.61 feet to a point; thence North 86 degrees 09 minutes 51 seconds East a distance of 122.30 feet to a point; thence South 07 degrees 37 minutes 30 seconds West a distance of 59.78 feet to a point; thence South 02 degrees 45 minutes 22 seconds East a distance of 148.35

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feet to a point; thence South 34 degrees 46 minutes 05 seconds East a distance of 144.21 feet to a point; thence North 70 degrees 40 minutes 02 seconds East a distance of 70.35 feet to a point; thence South 75 degrees 37 minutes 53 seconds East a distance of 272.77 feet to a point; thence South 36 degrees 38 minutes 22 seconds East a distance of 107.62 feet to a point; thence South 16 degrees 37 minutes 54 seconds West a distance of 440.98 feet to a point; thence South 19 degrees 55 minutes 33 seconds East a distance of 357.91 feet to a point; thence South 43 degrees 07 minutes 12 seconds West a distance of 245.36 feet to a point; thence South 30 degrees 36 minutes 39 seconds West a distance of 405.74 feet to a point; thence South 47 degrees 23 minutes 30 seconds West a distance of 397.72 feet to a point; thence South 39 degrees 19 minutes 45 seconds West a distance of 558.35 feet to a point; thence South 35 degrees 39 minutes 52 seconds West a distance of 548.00 feet to a point; thence South 62 degrees 53 minutes 35 seconds West a distance of 93.20 feet to a point; thence South 45 degrees 19 minutes 07 seconds West a distance of 231.60 feet to a point; thence North 42 degrees 59 minutes 53 seconds West a distance of 81.96 feet to a point; thence North 84 degrees 01 minutes 06 seconds West a distance of 370.88 feet to a point; thence South 85 degrees 02 minutes 17 seconds West a distance of 784.51 feet to a point; thence North 61 degrees 43 minutes 49 seconds West a distance of 67.25 feet to a point; thence South 28 degrees 16 minutes 11 seconds West a distance of 186.75 feet to a point; thence South 61 degrees 43 minutes 49 seconds East a distance of 146.88 feet to a point; thence South 37 degrees 47 minutes 43 seconds East a distance of 735.49 feet to a point; thence South 29 degrees 17 minutes 30 seconds East a distance of 168.21 feet to a point; thence South 49 degrees 48 minutes 06 seconds West a distance of 55.08 feet to a point; thence South 85 degrees 30 minutes 21 seconds West a distance of 56.36 feet to a point; thence South 32 degrees 59 minutes 08 seconds West a distance of 41.16 feet to a point; thence South 43 degrees 41 minutes 06 seconds West a distance of 51.19 feet to a point; thence South 49 degrees 23 minutes 48 seconds West a distance of 64.59 feet to a point; thence South 37 degrees 16 minutes 30 seconds West a distance of 30.02 feet to a point; thence South 70 degrees 53 minutes 23 seconds West a distance of 32.15 feet to a point; thence South 64 degrees 08 minutes 08 seconds West a distance of 45.31 feet to a point; thence South 03 degrees 31 minutes 50 seconds East a distance of 39.34 feet to a point; thence South 53 degrees 10 minutes 09 seconds West a distance of 57.81 feet to a point; thence South 37 degrees 37 minutes 34 seconds West a distance of 68.50 feet to a point; thence South 51 degrees 13 minutes 34 seconds West a distance of 68.79 feet to a point; thence South 15 degrees 22 minutes 51 seconds West a distance of 60.38 feet to a point; thence South 61 degrees 00 minutes 43 seconds West a distance of 61.06 feet to a point; thence North 23 degrees 13 minutes 01 seconds West a distance of 22.64 feet to a point; thence North 31 degrees 11 minutes 01 seconds West a distance of 41.26 feet to a point; thence South 59 degrees 31 minutes 33 seconds West a distance of 36.37 feet to a point; thence South 26 degrees 17 minutes 16 seconds West a distance of 87.01 feet to a point; thence South 73 degrees 14 minutes 08 seconds West a distance of 73.35 feet to a point; thence South 39 degrees 33 minutes 36 seconds West a distance of 66.56 feet to a point; thence South 32 degrees 23 minutes 19 seconds West a distance of 33.19 feet to a point; thence South 71 degrees 21 minutes 04 seconds West a distance of 52.98 feet to a point; thence South 37 degrees 21 minutes 15 seconds West a distance of 58.21 feet to a point; thence South 51 degrees 58 minutes 25 seconds West a distance of 58.50 feet to a point; thence North 69 degrees 07 minutes 29 seconds West a distance of 31.33 feet to a point; thence South 13 degrees 00 minutes 03 seconds East a distance of 31.50 feet to a point; thence South 61 degrees 45 minutes 26 seconds West a distance of 124.06 feet to a point; thence North 25 degrees 06 minutes 49 seconds West a distance of 21.68 feet to a point; thence South 66 degrees 34 minutes 41 seconds West a distance of 689.23 feet to a point; thence North 29 degrees 14 minutes 59 seconds West a distance of 400.00 feet to a point; thence South 66 degrees 00 minutes 31 seconds West a distance of 638.26 feet to a point; thence North 27 degrees 23 minutes 45 seconds West a distance of 123.02 feet to a point; thence North 27 degrees 24 minutes 01 seconds West a distance of 168.61 feet to a point; thence North 28 degrees 14 minutes 24 seconds West a distance of 100.23 feet to a point; thence North 29 degrees 06 minutes 08 seconds West a distance of 98.68 feet to a point; thence North 30 degrees 25 minutes 24 seconds West a distance of 97.65 feet to a point; thence North 31 degrees 12 minutes 22 seconds West a distance of 647.38 feet to a point; to the Point of Beginning. Containing 122.6373 27 square feet or 231.37 acres more or less

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