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GWINNETT COUNTY, GA

99 APR -1 PM 2:45

TOM LAWLER, CLERK

Upon recording, please return to:  
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Cofor, Beauchamp, Stradley & Hicks, LLP  
99 West Paces Ferry Road, N.W.  
Suite 200  
Atlanta, Georgia 30305

STATE OF GEORGIA

Reference: Deed Book 14819  
Page 12

COUNTY OF GWINNETT

**AMENDMENT AND SUPPLEMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR RIVERMOORE PARK**  
(Parcel B)

THIS AMENDMENT AND SUPPLEMENT to the Declaration of Covenants, Conditions, and Restrictions for Rivermoore Park (Parcel B) is made as of this 31st day of March, 1999, by Rivermoore Park, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions, and Restrictions for Rivermoore Park in Deed Book 14819, Page 12, et seq., in the public land records of Gwinnett County, Georgia (such instrument as previously supplemented and amended is herein referred to as the "Declaration"); and

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant may submit certain additional property which is described on Exhibit "B" of the Declaration to the terms of the Declaration; and

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto ("Parcel B"); and

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WHEREAS, Parcel B is a portion of that property described on Exhibit "B" to the Declaration; and

WHEREAS, the Declarant desires to submit Parcel B to the terms of the Declaration, subject to the provisions of this Amendment and Supplement; and

WHEREAS, pursuant to the terms of Section 7.4 of the Declaration, the Declarant may subject any portion of the Properties to additional covenants and easements and may create exceptions to and modify the terms of the Declaration as they apply to any portion of the Properties to reflect the different character and intended use of such property; and

WHEREAS, the Declarant desires to subject Parcel B to additional covenants and easements and to create exceptions to and modify specified terms of the Declaration as they apply to Parcel B to reflect the different character and intended use of such property and such additional covenants and easements, exceptions and modifications are set forth in this Amendment and Supplement; and

WHEREAS, the Declarant desires to designate Parcel B as a portion of the Area of Common Responsibility and to require the Association to maintain Parcel B pursuant to Section 5.1(a)(v) of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Amendment and Supplement, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Amendment and Supplement and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Amendment and Supplement shall be binding upon Rivermoore Park Community Association, Inc. in accordance with the terms of the Declaration.

#### ARTICLE 1: DEFINITIONS

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference. In addition, the following terms, whenever used in this Amendment and Supplement shall have the meanings set forth below:

1.1 "Amendment and Supplement": This Amendment and Supplement to the Declaration of Covenants, Conditions, and Restrictions for Rivermoore Park (Parcel B).

1.2 "Parcel B": That certain real property described on Exhibit "A" attached hereto.

1.3 "Recreational Easements": Those easements granted in Section 1 of that certain Recreational Easement Agreement by and between Rivermoore Park, LLC and The Trust for Public Land entered into on this 31st day of March, 1999.

**ARTICLE 2: AREA OF COMMON RESPONSIBILITY**

Pursuant to the Recreational Easements, certain easement rights have been granted to the Declarant with respect to the use and maintenance of Parcel B. Subject to the terms of the Recreational Easement Agreement, Parcel B, including but not limited any and all improvements located thereon, is hereby designated as a portion of the Area of Common Responsibility and shall be maintained by the Association in accordance with the terms of the Declaration, including but not limited to Section 5.1(a)(v). Consistent with and in accordance with the terms of Section 1(e) of the Recreational Easement Agreement, in the event that a public access trail/park system is at any time constructed on Parcel A (as defined in the Recreational Easement Agreement), the Association and/or the Declarant may construct a fence and install landscape screening on Parcel B, and in such event such fence and landscaping also shall be maintained by the Association. Easement rights for the purpose of maintaining Parcel B and all improvements thereon are also granted to the Association pursuant to Section 11.7 of the Declaration. It is hereby acknowledged and agreed that Parcel B shall not constitute a "Unit" pursuant to the terms of the Declaration.

**ARTICLE 3: CONVEYANCE TO THE ASSOCIATION**

Parcel B may be conveyed to the Association at any time, by quitclaim deed or otherwise. Such conveyance shall be accepted by the Association, provided such property is conveyed free and clear of all monetary liens, excluding any lien filed against Parcel B as a result of any action, or inaction, of the Declarant or the Association. The owner of Parcel B is hereby designated as a "designee" of the Declarant under Section 4.2 of the Declaration for the purpose of conveying Parcel B to the Association.

**ARTICLE 4: EXEMPTION FROM ASSESSMENTS AND VOTING**

For so long as the Recreational Easements remain in effect or Parcel B remains designated and used for open space and park purposes by the owner of Parcel B, Parcel B shall be exempt from the payment of assessments under the Declaration, including, without limitation, General, Neighborhood, Specific and Special Assessments and any contribution to the working capital of the Association pursuant to Section 8.12 of the Declaration. In addition, during such period, the owner of Parcel B shall not be entitled to exercise any vote with respect to Parcel B and shall not be entitled to exercise the privileges of an "Owner" which are granted pursuant to the Declaration.

**ARTICLE 5: INSURANCE**

Article 6, Section 6.1(a)(ii) of the Declaration is hereby amended by deleting such subsection in its entirety and substituting therefor the following:

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. Such policy shall contain a contractual indemnity endorsement covering any indemnity obligation of the Association pursuant to the Recreational Easements. The commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000) per occurrence with respect to bodily injury, personal injury, and property damage. The Association shall obtain additional coverage and higher limits as may be appropriate from time to time based on the current market conditions (taking into account properties and uses similar to the Recreational Easements on Parcel B). For so long as the Recreational Easements remain in effect, the owner of Parcel B shall be named as an additional insured under the commercial general liability insurance obtained by the Association pursuant to Section 6.1(a) of the Declaration. Upon request at any time and from time to time, the Association shall provide or cause to be provided to the owner of Parcel B a certificate of insurance, evidencing such coverage, and stating that the owner of Parcel B shall be provided with thirty (30) days' written notice prior to cancellation or termination of any such insurance coverage.

**ARTICLE 6: ADDITIONAL COVENANTS AND EASEMENTS**

Notwithstanding the provisions of Section 13.4 of the Declaration, the owner of Parcel B may record a deed of conservation easement affecting all or any portion of Parcel B pursuant to the terms and conditions set forth in the Recreational Easements.

**ARTICLE 7: AMENDMENT**

In addition to the requirements of Section 14.2 of the Declaration with respect to amendment of the Declaration, any "material amendment" of the Declaration, including but not limited to this Amendment and Supplement, shall also require the written consent of the owner of Parcel B. Such consent shall not be unreasonably withheld or delayed by the owner of Parcel B. A "material amendment" for the purposes of this provision shall mean and include any amendment which may have an adverse or negative impact on the use of Parcel B consistent with the terms and conditions of the Recreational Easements.

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ARTICLE 8: ENFORCEMENT

The owner of Parcel B shall be entitled to seek enforcement of any provision of this Amendment and Supplement and/or the Declaration which has a material effect on Parcel B by way of self-help or by suit or any other remedy available at law or in equity. A "material effect" for the purposes of this provision shall mean and include any potential adverse or negative impact on the use of Parcel B consistent with the terms and conditions of the Recreational Easement Agreement or the terms of any deed of conservation easement granted with respect to Parcel B. The Association shall have all enforcement rights provided pursuant to the Declaration.

ARTICLE 9: DECLARATION

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment and Supplement the day and year first above written.

Signed, sealed, and delivered in the presence of:

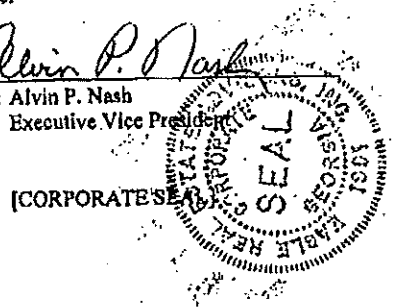
RIVERMOORE PARK, LLC, a Georgia limited liability company  
By: Eagle Real Estate Advisors, Inc., Managing Member

[Signature]  
Witness

By: Alvin P. Nash  
Name: Alvin P. Nash  
Title: Executive Vice President

Rebecca D. Brantam  
Notary Public

My commission expires: June 19, 2001  
Notary Public, Rockdale County, Georgia



TRACT DESCRIPTION BK 18078 PG0232  
TRACT "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 279 AND 280 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO LOCATE THE TRUE POINT OF BEGINNING, BEGIN AT AN IRON PIN FOUND (2 INCH PIPE) AT THE LAND LOT CORNER COMMON TO LAND LOTS 279, 280, 283 AND 284; THENCE FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED RUNNING ALONG THE LAND LOT LINE COMMON TO LAND LOTS 279 AND 280 SOUTH 29 DEGREES 53 MINUTES 10 SECONDS EAST A DISTANCE OF 419.23 FEET TO AN IRON PIN SET (NOTE: ALL IRON PINS SET ARE ONE HALF INCH REBARS UNLESS OTHERWISE NOTED), BEING LOCATED ON THE REAR PROPERTY LINE OF LOT 744, RIVERMOORE PARK SUBDIVISION, UNIT 7-A; THENCE DEPARTING THE SAID LAND LOT LINE RUNNING WITHIN LAND LOT 280 AND ALONG THE REAR OF LOTS 744, 745, 765, 766 AND 767 OF THE AFORESAID SUBDIVISION THE FOLLOWING CALLS: SOUTH 43 DEGREES 04 MINUTES 09 SECONDS WEST A DISTANCE OF 19.24 FEET TO AN IRON PIN SET; THENCE SOUTH 83 DEGREES 08 MINUTES 58 SECONDS WEST A DISTANCE OF 74.86 FEET TO AN IRON PIN SET; THENCE SOUTH 80 DEGREES 08 MINUTES 43 SECONDS WEST A DISTANCE OF 46.80 FEET TO AN IRON PIN SET; THENCE SOUTH 86 DEGREES 33 MINUTES 17 SECONDS WEST A DISTANCE OF 78.87 FEET TO AN IRON PIN SET; THENCE SOUTH 76 DEGREES 55 MINUTES 30 SECONDS WEST A DISTANCE OF 24.96 FEET TO AN IRON PIN SET; THENCE SOUTH 77 DEGREES 27 MINUTES 44 SECONDS WEST A DISTANCE OF 64.41 FEET TO AN IRON PIN SET; THENCE SOUTH 86 DEGREES 04 MINUTES 00 SECONDS WEST A DISTANCE OF 111.98 FEET TO AN IRON PIN SET; THENCE SOUTH 82 DEGREES 15 MINUTES 06 SECONDS WEST A DISTANCE OF 102.28 FEET TO AN IRON PIN SET; THENCE SOUTH 84 DEGREES 10 MINUTES 51 SECONDS WEST A DISTANCE OF 46.70 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG THE WESTERLY PROPERTY LINE OF LOT 767, AFORESAID SUBDIVISION SOUTH 15 DEGREES 36 MINUTES 37 SECONDS EAST A DISTANCE OF 161.76 FEET TO AN IRON PIN SET; THENCE DEPARTING SAID LOT LINE, AFORESAID SUBDIVISION SOUTH 49 DEGREES 48 MINUTES 35 SECONDS WEST A DISTANCE OF 80.87 FEET TO AN IRON PIN SET; THENCE SOUTH 32 DEGREES 28 MINUTES 33 SECONDS WEST A DISTANCE OF 33.42 FEET TO AN IRON PIN SET; THENCE SOUTH 46 DEGREES 19 MINUTES 18 SECONDS EAST A DISTANCE OF 196.13 FEET TO AN IRON PIN SET; THENCE NORTH 47 DEGREES 44 MINUTES 51 SECONDS EAST A DISTANCE OF 114.41 FEET TO AN IRON PIN SET; THENCE NORTH 12 DEGREES 28 MINUTES 05 SECONDS WEST A DISTANCE OF 68.26 FEET TO AN IRON PIN SET; BEING ON THE CUL-DE-SAC RIGHT-OF-WAY LINE OF MEADOW PARK LANE, (HAVING A 50 FOOT RADIUS); THENCE RUNNING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW PARK LANE (HAVING A 50 FOOT RIGHT-OF-WAY) THE FOLLOWING CALLS, WITH THE SAID PIN BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 62 DEGREES 14 MINUTES 22 SECONDS EAST A CHORD DISTANCE OF 26.37 FEET, ALONG SAID CURVE AN ARC DISTANCE OF 26.69 FEET TO AN IRON PIN SET; BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 9.00 FEET, A CHORD BEARING OF SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST A CHORD DISTANCE OF 12.30 FEET, ALONG SAID CURVE AN ARC DISTANCE OF 13.54 FEET TO AN IRON PIN SET; BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 341.45 FEET, A CHORD BEARING OF SOUTH 44 DEGREES 32 MINUTES 40 SECONDS EAST A CHORD DISTANCE OF 27.23 FEET, ALONG SAID CURVE AN ARC DISTANCE OF 27.24 FEET TO AN IRON PIN SET; THENCE SOUTH 42 DEGREES 15 MINUTES 33 SECONDS EAST A DISTANCE OF 72.15 FEET TO AN IRON PIN SET; BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 44 MINUTES 39 SECONDS WEST A CHORD DISTANCE OF 28.29 FEET, ALONG SAID CURVE AN ARC DISTANCE OF 31.42 FEET TO AN IRON PIN SET; THENCE SOUTH 47 DEGREES 44 MINUTES 51 SECONDS WEST A DISTANCE OF 25.00 FEET TO AN IRON PIN SET; THENCE SOUTH 42 DEGREES 15 MINUTES 51 SECONDS EAST A DISTANCE OF

EXHIBIT "A"

50.00 FEET TO AN IRON PIN SET; THENCE NORTH 47 DEGREES 44 MINUTES 51 SECONDS EAST A DISTANCE OF 25.00 FEET TO AN IRON PIN SET; BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 87 DEGREES 15 MINUTES 21 SECONDS EAST A CHORD DISTANCE OF 28.28 FEET, ALONG SAID CURVE AN ARC DISTANCE OF 31.41 FEET TO AN IRON PIN SET; THENCE SOUTH 42 DEGREES 15 MINUTES 33 SECONDS EAST A DISTANCE OF 51.74 FEET TO AN IRON PIN SET, BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 411.37 FEET, A CHORD BEARING OF SOUTH 78 DEGREES 58 MINUTES 36 SECONDS EAST A CHORD DISTANCE OF 468.58 FEET, ALONG SAID CURVE AN ARC DISTANCE OF 498.53 FEET TO AN IRON PIN SET; THENCE DEPARTING THE RIGHT-OF-WAY LINE OF MEADOW PARK LANE RUNNING ALONG THE WESTERLY AND SOUTHWESTERLY PROPERTY LINE OF THE RIVERMOORE PARK AMENITY AREA THE FOLLOWING ELEVEN CALLS: SOUTH 21 DEGREES 35 MINUTES 54 SECONDS EAST A DISTANCE OF 12.31 FEET TO AN IRON PIN SET; THENCE SOUTH 07 DEGREES 36 MINUTES 13 SECONDS EAST A DISTANCE OF 43.54 FEET TO AN IRON PIN SET; THENCE SOUTH 18 DEGREES 03 MINUTES 17 SECONDS WEST A DISTANCE OF 65.06 FEET TO AN IRON PIN SET; THENCE SOUTH 09 DEGREES 40 MINUTES 09 SECONDS WEST A DISTANCE OF 83.67 FEET TO AN IRON PIN SET; THENCE SOUTH 54 DEGREES 18 MINUTES 25 SECONDS EAST A DISTANCE OF 95.34 FEET TO AN IRON PIN SET; THENCE SOUTH 69 DEGREES 36 MINUTES 01 SECONDS EAST A DISTANCE OF 144.45 FEET TO AN IRON PIN SET; THENCE SOUTH 36 DEGREES 54 MINUTES 12 SECONDS EAST A DISTANCE OF 43.18 FEET TO AN IRON PIN SET; THENCE SOUTH 88 DEGREES 38 MINUTES 16 SECONDS EAST AND CROSSING OVER INTO LAND LOT 279 A DISTANCE OF 60.51 FEET TO AN IRON PIN SET; THENCE NORTH 66 DEGREES 59 MINUTES 58 SECONDS EAST A DISTANCE OF 62.59 FEET TO AN IRON PIN SET; THENCE SOUTH 78 DEGREES 43 MINUTES 01 SECONDS EAST A DISTANCE OF 81.40 FEET TO AN IRON PIN SET; THENCE NORTH 78 DEGREES 47 MINUTES 05 SECONDS EAST A DISTANCE OF 109.99 FEET TO AN IRON PIN SET, BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW CLUB DRIVE, (HAVING A 50 FOOT RIGHT-OF-WAY); THENCE RUNNING IN A GENERALLY SOUTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW CLUB DRIVE THE FOLLOWING FIVE CALLS WITH THE SAID PIN BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET, A CHORD BEARING OF SOUTH 25 DEGREES 06 MINUTES 05 SECONDS EAST A CHORD DISTANCE OF 163.20 FEET, ALONG SAID CURVE AN ARC DISTANCE OF 164.80 FEET TO AN IRON PIN SET; THENCE SOUTH 38 DEGREES 59 MINUTES 15 SECONDS EAST A DISTANCE OF 236.35 FEET TO AN IRON PIN SET, BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,693.13 FEET, A CHORD BEARING OF SOUTH 35 DEGREES 38 MINUTES 18 SECONDS EAST A CHORD DISTANCE OF 197.84 FEET, ALONG SAID CURVE AN ARC DISTANCE OF 197.95 FEET TO AN IRON PIN SET; THENCE SOUTH 32 DEGREES 17 MINUTES 20 SECONDS EAST A DISTANCE OF 180.28 FEET TO AN IRON PIN SET, BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 372.18 FEET, A CHORD BEARING OF SOUTH 58 DEGREES 24 MINUTES 40 SECONDS EAST A CHORD DISTANCE OF 327.73 FEET, ALONG SAID CURVE AN ARC DISTANCE OF 339.37 FEET TO AN IRON PIN SET; THENCE DEPARTING THE RIGHT-OF-WAY LINE OF MEADOW CLUB DRIVE RUNNING SOUTH 05 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 119.34 FEET TO AN IRON PIN SET; THENCE SOUTH 75 DEGREES 28 MINUTES 57 SECONDS EAST A DISTANCE OF 207.05 FEET TO AN IRON PIN SET; THENCE NORTH 70 DEGREES 32 MINUTES 52 SECONDS EAST A DISTANCE OF 121.09 FEET TO AN IRON PIN SET; THENCE NORTH 61 DEGREES 10 MINUTES 32 SECONDS EAST A DISTANCE OF 97.84 FEET TO AN IRON PIN SET; THENCE SOUTH 38 DEGREES 02 MINUTES 32 SECONDS EAST A DISTANCE OF 183.92 FEET TO A METAL FENCE POST SET IN THE CENTERLINE OF A BRANCH, BEING ON THE PROPERTY LINE OF LOT 149, BLOCK "A", UNIT ONE, RIVERMOORE PARK SUBDIVISION; THENCE RUNNING IN A GENERALLY SOUTHEASTERLY DIRECTION ALONG THE CENTERLINE OF SAID BRANCH AND THE NORTHERLY PROPERTY LINE OF LOT 149 THE FOLLOWING FOUR CALLS: SOUTH 29 DEGREES 15 MINUTES 53 SECONDS WEST A DISTANCE OF 16.87 FEET TO A POINT; THENCE SOUTH 33 DEGREES 08 MINUTES 38 SECONDS WEST A DISTANCE OF 55.23 FEET TO A POINT; THENCE SOUTH 38 DEGREES 33 MINUTES 45 SECONDS WEST A DISTANCE OF 34.86 FEET TO A POINT; THENCE SOUTH 41 DEGREES 50 MINUTES 14 SECONDS WEST A DISTANCE OF 40.23 FEET TO A METAL FENCE POST SET; THENCE

DEPARTING THE CENTERLINE OF SAID BRANCH RUNNING ALONG THE WESTERLY PROPERTY LINE OF LOT 149 SOUTH 23 DEGREES 51 MINUTES 04 SECONDS EAST A DISTANCE OF 55.10 FEET TO AN IRON PIN SET; THENCE DEPARTING THE RIVERMOORE PARK SUBDIVISION RUNNING ALONG THE PROPERTY LINE OF PROPERTY NOW OR FORMERLY BELONGING TO LIBERTY LIFE INSURANCE COMPANY SOUTH 60 DEGREES 00 MINUTES 24 SECONDS WEST AND CROSSING BACK OVER INTO LAND LOT 280 A DISTANCE OF 1,459.08 FEET TO AN IRON PIN SET; THENCE DEPARTING THE LIBERTY LIFE INSURANCE COMPANY PROPERTY LINE RUNNING IN A GENERALLY NORTHWESTERLY DIRECTION ALONG THE EASTERLY PROPERTY LINE OF TRACT "A" THE FOLLOWING THIRTEEN CALLS: NORTH 34 DEGREES 09 MINUTES 12 SECONDS WEST A DISTANCE OF 539.70 FEET TO AN IRON PIN SET; THENCE NORTH 41 DEGREES 28 MINUTES 36 SECONDS WEST A DISTANCE OF 136.52 FEET TO AN IRON PIN SET; THENCE NORTH 52 DEGREES 53 MINUTES 35 SECONDS WEST A DISTANCE OF 70.40 FEET TO AN IRON PIN SET; THENCE NORTH 45 DEGREES 37 MINUTES 35 SECONDS WEST A DISTANCE OF 404.87 FEET TO AN IRON PIN SET; THENCE NORTH 48 DEGREES 59 MINUTES 53 SECONDS WEST A DISTANCE OF 154.87 FEET TO AN IRON PIN SET; THENCE NORTH 24 DEGREES 55 MINUTES 01 SECONDS WEST A DISTANCE OF 625.17 FEET TO AN IRON PIN SET; THENCE NORTH 17 DEGREES 40 MINUTES 43 SECONDS WEST A DISTANCE OF 190.39 FEET TO AN IRON PIN SET; THENCE NORTH 19 DEGREES 51 MINUTES 33 SECONDS WEST A DISTANCE OF 234.32 FEET TO AN IRON PIN SET; THENCE NORTH 25 DEGREES 03 MINUTES 00 SECONDS WEST A DISTANCE OF 183.72 FEET TO AN IRON PIN SET; THENCE NORTH 25 DEGREES 04 MINUTES 25 SECONDS WEST A DISTANCE OF 50.30 FEET TO AN IRON PIN SET; THENCE NORTH 19 DEGREES 39 MINUTES 42 SECONDS WEST A DISTANCE OF 101.58 FEET TO AN IRON PIN SET; THENCE NORTH 29 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 311.94 FEET TO AN IRON PIN SET; THENCE NORTH 18 DEGREES 42 MINUTES 51 SECONDS WEST A DISTANCE OF 262.12 FEET TO AN IRON PIN SET, BEING ON THE PROPERTY LINE OF PROPERTY NOW OR FORMERLY BELONGING TO SHERWIN GLASS, ET. AL. (TRACT NO. 1) AND ON THE LAND LOT LINE COMMON TO LAND LOTS 280 AND 283; THENCE RUNNING ALONG THE GLASS PROPERTY LINE AND THE AFORESAID LAND LOT LINE NORTH 60 DEGREES 01 MINUTES 45 SECONDS EAST A DISTANCE OF 857.12 FEET TO THE IRON PIN FOUND AT THE TRUE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINING 76.794 ACRES (3,345,181 SQUARE FEET),<sup>®</sup> INCLUDING ALL EASEMENTS; WETLAND; INGRESS-EGRESS EASEMENT AND PARCEL "C", IN ACCORDANCE WITH THAT CERTAIN BOUNDARY SURVEY PREPARED FOR THE TRUST FOR PUBLIC LAND AND FIRST AMERICAN TITLE INSURANCE COMPANY PREPARED BY BILLY RAY CHEEK, G.R.L.S. #1615, HAYES, JAMES & ASSOCIATES, DATED MARCH 26, 1999, LAST REVISED MARCH 30, 1999.