# PEARL RIVER CAMPUS, LLC

and

# COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY

# **HEAD LEASE AGREEMENT**

Dated as of November 18, 2015

Premises located at or adjacent to: 401, 403 and 405 North Middletown Road,
Pearl River, New York and
43A Convent Road, Nanuet, New York

## **HEAD LEASE AGREEMENT**

THIS HEAD LEASE AGREEMENT, made as of the 18 day of November, 2015 (this "Head Lease"), by and between PEARL RIVER CAMPUS, LLC, a Delaware limited liability company, duly registered and authorized to transact business in the State of New York (the "Company"), having its principal office at 11100 Santa Monica Boulevard, Suite 850, Los Angeles, California 90025, as lessor, and COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation duly organized and existing under the laws of the State of New York (the "Agency") having its principal office at Two Blue Hill Plaza, Pearl River, New York 10965, as lessee (capitalized terms used in this Head Lease and not defined herein shall have the respective meanings assigned to such terms in the Lease Agreement referred to below):

#### WITNESSETH:

WHEREAS, the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, any building or other improvement, and all real and personal properties, including but not limited to machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, industrial or civic purposes and which may include or mean an industrial pollution control facility to the end that such agencies may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their prosperity and standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the Agency was established by Chapter 564 of the 1980 Laws of New York, as amended (together with the Enabling Act, the "Act"), for the benefit of the County of Rockland (the "County") and the inhabitants thereof; and

WHEREAS, on June 29, 2015, the Company submitted an Application for Financial Assistance to the Agency for financial assistance with respect to the acquisition and renovation of existing facilities, construction of new facilities and the acquisition of machinery and equipment related thereto, all to be used as a mixed use campus for laboratories, warehousing, distribution, manufacturing, and administrative offices, as more fully described in the application and supplemental materials, located at and adjacent to 401, 403 and 405 North Middletown Road, Pearl River, Town of Orangetown, and 43A Convent Road, Nanuet, Town of Clarkstown, New York (collectively, the "Leased **Premises**") for a total cost of approximately \$106,800,000.00 (the "**Project**"); and

WHEREAS, the Company is the owner of the Leased Premises, which shall be leased by the Company to the Agency on the terms and conditions set forth in this Head Lease; and

WHEREAS, the Agency's interests in the Leased Premises shall simultaneously be subleased by the Agency to the Company pursuant to a Lease Agreement ("Lease Agreement");

NOW, THEREFORE, for and in consideration of the Premises and the mutual covenants and representations hereinafter contained, the Company and the Agency hereby agree as follows (provided that in the performance of the agreements of the Agency herein contained, any obligation it may incur for the payment of money shall not subject the Agency to any pecuniary or other liability nor create a debt of the State or of the County, and neither the State nor the County shall be liable on any obligation so incurred, but any such obligation shall be payable by the Agency solely out of the lease rentals, revenues and receipts payable by the Company under the Lease Agreement):

#### ARTICLE I

The Company does hereby lease to the Agency, and the Agency hereby leases from the Company, the Leased Premises described in **Exhibit A** hereto, including all improvements thereto, for the term herein provided and for use as provided in the Lease Agreement. It is the intention of the Company and the Agency that leasehold title to all improvements hereafter constructed by the Company and all machinery, fixtures, equipment and furnishings purchased by the Company shall vest in the Agency as and when the same are purchased and constructed, subject to each tenant's rights under any subleases between the Company and its tenants ("**Company Subleases**"). Accordingly, the Company and the Agency agree that the Agency shall hold leasehold title pursuant to this Head Lease to all improvements hereafter constructed by the Company constituting the Leased Premises.

#### **ARTICLE II**

The term of this Head Lease shall commence on November 18, 2015 and expire on the earliest of (i) the expiration of the PILOT Agreement, or (ii) the termination of the Lease Agreement. At the expiration of the term hereof or any extension thereof by mutual agreement, or as otherwise provided herein or in the Lease Agreement, the leasehold interest of the Agency under this Head Lease shall automatically expire without any further action by the parties hereto. Upon termination or expiration of the term of this Head Lease, the Company shall prepare a Notice of Termination, for execution by the Agency and record such instrument at the Company's expense in the office of the Rockland County Clerk.

#### **ARTICLE III**

The sole rental hereunder shall be the single sum of ten dollars (\$10.00), the receipt of which is hereby acknowledged by the Company.

#### **ARTICLE IV**

The Company hereby delivers possession to the Agency of the Leased Premises.

#### ARTICLE V

The Company represents and warrants that the execution and delivery by the Company of this Head Lease and the performance by the Company of its obligations under this Head Lease and the consummation of the transactions herein contemplated have been duly authorized by all requisite action on the part of the Company and will not violate (i) any provision of law, or any order of any court or agency of government, (ii) the certificate of formation and operating agreement of the Company, or (iii) any indenture, agreement or other instrument to which the Company is a party or by which it or any of its property is subject to or bound or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or would result in the imposition of any lien, charge or encumbrance of any nature whatsoever on the Leased Premises other than Permitted Encumbrances (as defined in the Lease Agreement). The Company represents and warrants that it has full right and lawful authority to enter into this Head Lease for the full term hereof. The Company covenants and agrees that, so long as the Lease Agreement shall be in full force and effect, the Agency shall have, hold and enjoy a valid leasehold estate in the Leased Premises during the term hereof, and the Company shall from time to time take all necessary action to that end. Further, this Head Lease will automatically terminate if the Lease Agreement should terminate.

#### ARTICLE VI

Neither the Agency nor the Company shall assign or transfer this Head Lease, nor sublease the whole or any part of the Leased Premises, nor subject this Head Lease to any lien, claim, mortgage or encumbrance (other than Permitted Encumbrances), in any manner, nor sell, assign, convey or otherwise dispose of the Leased Premises or any part thereof, during the term of this Head Lease, in any manner, to any Person, except that (i) the Agency will sublease the Leased Premises to the Company pursuant to the Lease Agreement, (ii) the Agency may grant a mortgage and security interest herein to one or more lenders to the Company at the Company's request, (iii) the Company may effect releases of portions of the Leased Premises pursuant to Sections 4.2 and 6.4 of the Lease Agreement, (iv) the Company may enter into Company Subleases for portions of the Leased Premises subject to the terms and conditions in the Lease Agreement, (v) Company may sell or redevelop a portion or portions of the Leased Premises, subject to the terms of the Lease Agreement.

#### ARTICLE VII

Except for the Lease Agreement, this Head Lease contains the entire agreement between the parties hereto with respect to the subject matter hereof and all prior negotiations and agreements are merged in this Head Lease. This Head Lease may not be changed, modified or discharged in whole or in part and no oral or executory agreement shall be effective to change, modify or discharge in whole or in part this Head Lease or any obligations under this Head Lease, unless such agreement is set forth in a written instrument executed by the Company and the Agency. No consent or approval of the Company shall be deemed to have been given or to be effective for any purposes unless such consent or approval is set forth in a written instrument executed by the Company. No consent or approval of the Agency shall be deemed to have been given or to be effective for any purposes unless such consent or approval is set forth in a written instrument executed by the Agency.

#### **ARTICLE VIII**

All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service, charges prepaid or (iii) by hand delivery, addressed, as follows:

If to the Company, to:

Pearl River Campus, LLC

11100 Santa Monica Boulevard, Suite 850

Los Angeles, CA 90025 Attention: John A. Mase Tel: 310-473-6400

Fax: 310-473-8702

with a copy to:

Fainsbert Mase Brown & Sussman, LLP 11100 Santa Monica Boulevard, Suite 870

Los Angeles, CA 90025

Attention: Jerry A. Brown, Jr., Esq.

Tel: 310-473-6400 Fax: 310-473-8702

If to the Agency, to:

County of Rockland Industrial Development Agency

Two Blue Hill Plaza

Pearl River, New York 10965 Attention: Executive Director

Tel: (845) 735-7040 Fax: (845) 735-5736

with a copy to:

Montalbano, Condon & Frank, P.C.

67 North Main Street

New City, New York 10956 Attn: Brian J. Quinn, Esq. Tel: (845) 634-7010

Fax: (845) 634-8993

The Agency and Company may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) three (3) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery, with refusal by an Authorized Representative of the intended recipient party to accept delivery of a notice given as prescribed above to constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

Any notice by the Agency or the Company may be given on behalf of such party by its attorney.

#### ARTICLE IX

This Head Lease shall be governed by, and construed in accordance with, the laws of the State of New York.

The terms of this Head Lease are and shall be binding upon and inure to the benefit of the Agency and the Company and their respective successors and assigns.

If any one or more of the provisions of this Head Lease shall be ruled invalid by any court of competent jurisdiction, the invalidity of such provision(s) shall not affect any of the remaining provisions hereof, but this Head Lease shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

## ARTICLE X

This Head Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

## ARTICLE XI

All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Head Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency, and not of any member, director, officer, employee or agent of the Agency in their individual capacity, and no recourse shall be had for the payment of any amounts hereunder against any member, director, officer, employee or agent of the Agency. In addition, in the performance of the agreements of the Agency herein contained, any obligation it may incur shall not subject the Agency to any pecuniary or other liability nor create a debt of the State or of the County, and neither the State nor the County shall be liable on any obligation so incurred.

All covenants, stipulations, promises, agreements and obligations of the Company contained in this Head Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Company, and not of any member, director, officer, employee or agent of the Company in their individual capacity, and no recourse shall be had for the payment of any amounts hereunder against any member, director, officer, employee or agent of the Company.

#### ARTICLE XII

The Agency and the Company agree that this Head Lease or a memorandum hereof shall be recorded by the Agency in the appropriate office of the County Clerk of the County of Rockland.

#### ARTICLE XIII

The use of the Leased Premises, and all other rights, duties, liabilities and obligations of the Company and the Agency with respect thereto and including the construction, equipping and

furnishing of the Project, and the use, operation, leasing and financing of the Project, not fixed in this Head Lease, shall be as set forth in the Lease Agreement.

#### ARTICLE XIV

The Agency and Company acknowledge and agree that this Head Lease is subject and subordinate to the Mortgage (as defined in the Lease Agreement) and that the Agency's rights under this Head Lease are subject and subordinate to the Lender's rights under the Mortgage; provided however that the foregoing shall not impose or imply any additional obligations on the Agency not expressly set forth in the Mortgage.

#### ARTICLE XV

The Agency and the Company do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or the Facility or any matters whatsoever arising out of or in any way connected with this Agreement and venue in any such action shall be the Supreme Court of the State of New York, Rockland County. The provision of this Agreement relating to waiver of a jury trial and the venue in any such action shall survive the termination or expiration of this Agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Company has caused its name to be subscribed hereto by its managing member, and the Agency has caused its corporate name to be hereunto subscribed by its authorized representative, all being done as of the year and day first above written.

# PEARL RIVER CAMPUS, LLC,

a Delaware limited liability company

By: Western Title Exchange, Inc.

a Delaware corporation, its sole member

By:

Name: Jerry A. Brown, Jr.

Title: Vice President

COUNTY OF ROCKLAND INDUSTRIAL

DEVELOPMENT AGENCY

By:

Varne: Steven H. Porath

Title: Executive Director

(Signature Page – Head Lease Agreement)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA	)	
	)	SS
COUNTY OF LOS ANGELES	)	

On November 11, 2015, before me, Amanda R. Marquez, Notary Public, personally appeared Jerry A. Brown, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

AMANDA R. MARQUEZ Commission # 2113810 Notary Public - California Los Angeles County My Comm. Expires Jun 29, 2019

Signature Amanda R. Warquez (Seal)

STATE OF NEW YORK ) ) ss COUNTY OF ROCKLAND )

On the 12 day of November, in the year 2015, before me, the undersigned, personally appeared STEVEN H. PORATH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Notary Public

(Signature Page – Head Lease Agreement)

MARIE J. HOOSE
Notary Public, State of New York
No. 01HO5086916
Qualified in ROCKLAND County
Commission Expires OCTOBER 27, 3017

# EXHIBIT A DESCRIPTION OF LEASED PREMISES

See Attached

#### **EXHIBIT A**

# LEGAL DESCRIPTION

Real property in the City of Pearl River, County of Rockland, State of New York, described as follows:

PARCEL I (SECTION 63.20 BLOCK 2 LOT 19)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING AND BEING IN THE TOWN OF CLARKSTOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT; SAID POINT LIES SOUTH 07° 23′ 54″ EAST A DISTANCE OF 150.13 FEET FROM THE SOUTHERLY SIDE OF PALISADES AVENUE AT THE NORTHWEST CORNER OF TAX LOT 63.2-2-1;

THENCE NORTH 80° 38′ 45″ EAST A DISTANCE OF 723.33 FEET;
THENCE SOUTH 08° 44′ 21″ EAST A DISTANCE OF 362.24 FEET;
THENCE SOUTH 82° 17′ 01″ WEST A DISTANCE OF 731.40 FEET;
THENCE NORTH 07° 23′ 54″ WEST A DISTANCE OF 341.51FEET TO THE POINT OR PLACE OF BEGINNING.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT ON THE WESTERLY SIDE OF SOUTH MIDDLETOWN ROAD, AT THE.
SOUTHEAST CORNER OF TAX LOT 63.20-1-1;
THENCE SOUTH 08° 18' 44" EAST A DISTANCE OF 147.00 FEET:
THENCE SOUTH 82° 27' 12" WEST A DISTANCE OF 150.00 FEET;
THENCE SOUTH 08° 15' 26" EAST A DISTANCE OF 100.00 FEET;
THENCE SOUTH 06° 50' 10" EAST A DISTANCE OF 100.00 FEET:
THENCE NORTH 82° 27' 12" EAST A DISTANCE OF 150.00 FEET;
THENCE SOUTH 06° 50' 10" EAST A DISTANCE OF 80.62 FEET;
THENCE SOUTH 82° 35' 42" WEST A DISTANCE OF 6.56 FEET;
THENCE SOUTH 07° 28' 13" EAST A DISTANCE OF 595.54 FEET;
THENCE NORTH 83° 03' 34" EAST A DISTANCE OF 5.18 FEET:
THENCE SOUTH 07° 53' 27" EAST A DISTANCE OF 383.83 FEET;
THENCE SOUTH 09° 44' 05" EAST A DISTANCE OF 183.81 FEET;
THENCE SOUTH 07° 41' 36" EAST A DISTANCE OF 233.23 FEET;
THENCE SOUTH 08° 45' 12" EAST A DISTANCE OF 64.30 FEET;
THENCE SOUTH 10° 40' 21" EAST A DISTANCE OF 109.45 FEET;
THENCE SOUTH 89° 58' 17" WEST A DISTANCE OF 664.42 FEET:
THENCE SOUTH 01° 20' 37" WEST A DISTANCE OF 350.21 FEET;
THENCE NORTH 88° 39' 23" WEST A DISTANCE OF 77.26 FEET;
THENCE NORTH 00° 44' 28" EAST A DISTANCE OF 66.80 FEET;
THENCE NORTH 89° 15' 32" WEST A DISTANCE OF 39.66 FEET;
THENCE NORTH 01° 18' 37" EAST A DISTANCE OF 87.71 FEET;
THENCE NORTH 88° 28' 15" WEST A DISTANCE OF 94.56 FEET;
THENCE SOUTH 02° 23' 21" WEST A DISTANCE OF 29,96 FEET:
THENCE NORTH 89° 19' 41" WEST A DISTANCE OF 118,43 FEET;
THENCE SOUTH 02° 01′ 50" WEST A DISTANCE OF 118.27 FEET:
THENCE NORTH 88° 26' 10" WEST A DISTANCE OF 52.80 FEET;
THENCE NORTH 88° 32' 40" WEST A DISTANCE OF 145.26 FEET;
THENCE SOUTH 01° 19' 24" WEST A DISTANCE OF 974.70 FEET;
THENCE SOUTH 82° 21' 23" WEST A DISTANCE OF 1009.44 FEET:
THENCE SOUTH 82° 24' 59" WEST A DISTANCE OF 593.35 FEET:
THENCE SOUTH 82° 24' 59" WEST A DISTANCE OF 249,98 FEET;
THENCE SOUTH 05° 31' 03" EAST A DISTANCE OF 50.00 FEET;
THENCE SOUTH 06° 01' 28" EAST A DISTANCE OF 50,00 FEET;
THENCE SOUTH 83° 43' 20" WEST A DISTANCE OF 50,00 FEET:
THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 5703.15 FEET AND AN
ARC LENGTH OF 3584.94 FEET;
THENCE NORTH 82° 17' 01" EAST A DISTANCE OF 1851.27 FEET;
THENCE NORTH 82° 36' 02" EAST A DISTANCE OF 104.87 FEET;
THENCE SOUTH 08° 18' 44" EAST A DISTANCE OF 99.91 FEET;
THENCE NORTH 82° 36' 02" EAST A DISTANCE OF 154.85 FEET TO THE POINT OR PLACE OF
BEGINNING.
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PARCEL III (SECTION 68.12 BLOCK 1 LOT 2)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at point on the northerly side of New York State Route 304 at the South East corner of TAX LOT 68.12-1-1;

thence NORTH 07°22'18" WEST a distance of 124.82'; thence NORTH 82°24'59" EAST a distance of 593.35'; thence SOUTH 74°39'25" WEST a distance of 321.52'; thence SOUTH 65°56'18" WEST a distance of 287.02' which is the point of BEGINNING.

PARCEL IV (SECTION 63.20 BLOCK 1 LOT 3)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT LIES SOUTH 08° 18' 44" EAST A DISTANCE OF 243.27 FEET AND THENCE SOUTH 06° 50' 10" EAST A DISTANCE OF 3.73 FEET FROM THE WESTERLY SIDE OF SOUTH MIDDLETOWN ROAD AT THE SOUTHEAST CORNER OF TAX LOT 63.20-1-1;

THENCE SOUTH 06° 50′ 10″ EAST A DISTANCE OF 100.00 FEET;
THENCE SOUTH 82° 27′ 12″ WEST A DISTANCE OF 150.00 FEET;
THENCE NORTH 06° 50′ 10″ WEST A DISTANCE OF 100.00 FEET;
THENCE NORTH 82° 27′ 12″ EAST A DISTANCE OF 150.00 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL V (SECTION 63,20 BLOCK 1 LOT 2)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT LIES SOUTH 08° 18' 44" EAST A DISTANCE OF 147.00 FEET FROM THE WESTERLY SIDE OF SOUTH MIDDLETOWN ROAD AT THE SOUTHEAST CORNER OF TAX LOT 63.20-1-1;

THENCE SOUTH 08° 18' 44" EAST A DISTANCE OF 96.27 FEET;
THENCE SOUTH 06° 50' 10" EAST A DISTANCE OF 3.73 FEET;
THENCE SOUTH 82° 27' 12" WEST A DISTANCE OF 150.00 FEET;
THENCE NORTH 08° 15' 26" WEST A DISTANCE OF 100.00 FEET;
THENCE NORTH 82° 27' 12" EAST A DISTANCE OF 150.00 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL VI (SECTION 63.16 BLOCK 2 LOT 85)

ALL THAT CERTAIN PIECE OR PARCEL OF, LAND LYING AND BEING IN THE TOWN OF CLARKSTOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT; SAID POINT LIES NORTH 07° 23' 54" WEST A DISTANCE OF 10.56 FEET FROM THE SOUTHERLY SIDE OF PALISADES AVENUE AT THE NORTHWEST CORNER OF TAX LOT 63.2-2-1;

THENCE SOUTH 07° 23′ 54″ EAST A DISTANCE OF 502.20 FEET;
THENCE SOUTH 82° 17′ 01″ WEST A DISTANCE OF 1119.87 FEET;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 5703.15 FEET, AND AN ARC LENGTH OF 55.89 FEET;
THENCE NORTH 30° 17′ 57″ EAST A DISTANCE OF 1774.37 FEET;
THENCE SOUTH 07° 35′ 56″ EAST A DISTANCE OF 250.44 FEET;
THENCE SOUTH 07° 23′ 56″ EAST A DISTANCE OF 689.50 FEET TO THE POINT OR PLACE OF BEGINNING.