

**CATTLE GRAZING LEASE AGREEMENT  
FOR JUMPING GULLY PRESERVE**

**THIS CATTLE GRAZING LEASE AGREEMENT ("Lease") is made by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body, whose address is 37918 Meridian Avenue, Dade City, Florida 33523, hereinafter referred to as "LESSOR", and Hawk Ranch, Inc., a Florida Corporation, whose address is 907 S. Ft. Harrison Avenue, Suite 201, Clearwater, Florida 33756, hereinafter referred to as "LESSEE".**

**WHEREAS, LESSOR is the sole owner of the property described in Section 1 below, and**

**WHEREAS, LESSEE desires to lease the below described premises from LESSOR; and**

**WHEREAS, the parties desire to enter into a Lease Agreement, defining their respective rights, duties and liabilities relating to the premises.**

**WITNESSETH:**

**NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:**

**SECTION 1. DESCRIPTION OF PREMISES.**

**The LESSOR hereby leases and demises to LESSEE, all that certain property, situated, lying and being in Pasco County, Florida, hereinafter referred to as the "Premises", depicted in Exhibit "A", which is attached hereto and incorporated herein by reference.**

**SECTION 2. TERM.**

**The term of this Lease shall commence on the date of full execution of this Lease by both LESSOR and LESSEE and shall continue for a period of five (5) years thereafter. This Lease shall be automatically renewed for five (5) additional one (1) year periods, unless either party gives notice of its intent to terminate this Lease in writing ninety (90) days prior to the expiration of the original (5) year term or any one(1) year period thereafter. Notwithstanding the foregoing, the LESSOR may elect at any time during the term of this Lease to terminate this Lease if deemed in the best interest of the LESSOR, which termination shall be effective upon the delivery of written notice of such election to LESSEE or the date of termination included in such termination notice (whichever is later), at which time all obligations of LESSEE under this Lease shall terminate, except those which by their express terms survive the expiration or earlier termination of this Lease.**

**SECTION 3. RENTAL CONSIDERATION.**

**As consideration for the use of the Premises, LESSEE shall pay to LESSOR annual rent in the amount \$10,200.00 upon LESSEE'S execution of this Lease. Payment in the same amount shall thereafter be, due annually within ten (10) working days following the anniversary date of the execution of this Lease.**

If payment is not received within ten (10) working days following the effective date of the Lease or any annual anniversary date thereafter, LESSOR may revoke and terminate this Lease and immediately terminate LESSEE'S right to possession of the Premises.

#### **SECTION 4. USE.**

LESSEE shall, during the full Lease term, peaceably and quietly have, hold and enjoy the leased Premises, subject to the terms, conditions and provisions hereof. LESSEE's use of the leased Premises shall be limited to cattle grazing and the production of hay and related purposes only in a manner consistent with the LESSEE'S obligations under this Lease and as further specified below.

(a) LESSEE shall conduct such cattle grazing activities in accordance with one or more Best Management Practices as that term is defined in Section 5 below, to the extent applicable.

(b) LESSEE agrees that they have inspected the Premises and accepts the Premises in its "as-is" condition. The LESSOR shall have no obligation to inspect, maintain, or repair the Premises either prior to or after the effective date. The LESSEE further agrees that the LESSOR has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, or arising by operation of law, or, as to, concerning or with respect to the suitability of the Premises for any and all activities and uses which LESSEE may conduct thereon during the term. LESSEE shall assume all responsibility and liability under applicable laws for making and keeping the Premises in a safe condition.

(c) Should the LESSEE elect to expand the hay production operation outside the current thirty-five (35) acre hay field shown on the attached Exhibit "B" during the term of the Lease and to sell the excess hay not needed for its on-site operations, the LESSEE shall notify the LESSOR in writing prior to instituting any sales activity. Should the LESSEE elect to engage in such business activity, the LESSEE shall be obligated to pay the LESSOR, in addition to the Rental Consideration set forth in Article 3 above, no less than 10% of the net amount per bale for each month in which such sales occur.

#### **SECTION 5. BEST MANAGEMENT PRACTICES.**

"Best Management Practices" shall mean cattle management practices as in existence from time to time over the term of this Lease, that are generally accepted by organizations such as or similar to those listed below, or their successors. LESSEE shall submit a Range Management Plan for approval consistent with the aforementioned Groups (BMP'S) to the LESSOR for approval within thirty (30) days of the effective date of the Lease:

- (a) The Florida Cattlemen's Association;
- (b) The U.S. Department of Agriculture Natural Resources Conservation Service (NRCS);
- (c) The United States Fish and Wildlife Service;

- (d) The Florida Department of Agriculture and Consumer Services;
- (e) The Florida Fish & Wildlife Conservation Commission;
- (f) The Florida Forest Stewardship Program; or
- (g) The University of Florida Institute of Food and Agricultural Services (IFAS).

**SECTION 6. PASTURE CONDITIONS.**

LESSEE shall take appropriate measures to prevent overgrazing and pasture degradation from LESSEE'S cattle grazing activities, including but not limited to:

- (a) Indirect rotation of cattle through the strategic placement and periodic movement of feed troughs, mineral blocks, water troughs and molasses tanks, if any, utilized by the LESSEE on the leased Premises. LESSEE is required to use a rotational grazing system that will prevent overgrazing of any one pasture.
- (b) LESSOR desires to control to a maintenance level and/or eradicate exotics within the leased Premises. LESSOR and LESSEE shall perform an inspection bi-annually of the leased Premises to determine the level of exotic infestation as soon as practicable after the execution of this Lease. LESSOR and LESSEE shall thereafter, during the term of this Lease, cooperate with each other in a coordinated effort to control such exotics to a maintenance level.

**SECTION 7. FENCING AND IMPROVEMENTS.**

- (a) LESSEE shall maintain all fences, gates, horse stalls and well pumps on the leased Premises in good and proper condition through the term of this Lease. In the event that an existing fence on the leased Premises is found to be damaged or inadequate, LESSEE shall take prompt action to repair it.
- (b) LESSEE shall obtain LESSOR'S written approval prior to construction of any additional interior fences upon the leased Premises, which approval shall not be unreasonably withheld or delayed.
- (c) LESSEE shall keep and maintain any improvements (i.e. working pens, troughs, sheds, and other structures) upon the leased Premises, or which may be placed thereon during said term, in good repair. The addition of any improvements to the leased Premises by the LESSEE, are prohibited without prior written approval from LESSOR.

**SECTION 8. IDENTIFICATION.**

Before being released on the leased Premises, all cattle shall bear identification (i.e., ear tags, tattoos, brands, etc.) readily traceable to LESSEE.

**SECTION 9. QUARANTINE.**

LESSEE is responsible for the quarantine of all cattle after the date of purchase by

LESSEE for a period of seven (7) days prior to releasing them on the leased Premises and in an effort to prevent the release of exotic seed onto the leased Premises. For the avoidance of doubt, LESSEE shall not be required to quarantine any cattle owned more than seven (7) days by the LESSEE if such cattle are being moved onto the Premises from any other Premises owned or controlled by the LESSEE and located in Pasco County, Florida.

#### **SECTION 10. HUNTING.**

No hunting is allowed on the leased Premises.

#### **SECTION 11. PUBLIC USE.**

During the term of the Lease, LESSOR reserves the right to use the leased Premises, in whole or part, for activities, such as environmental education tours and studies. LESSOR hereby agrees that it will indemnify, subject to the limits of liability set forth in Section 768.28, Florida Statutes, insure and hold harmless LESSEE and LESSEE'S successors and permitted assigns from any and all losses, damages, suits, actions, judgments, claims and demands whatsoever, arising from, out of, or occasioned by the acts or omissions of LESSOR or its agents, employees, licensees, or invitees in connection with the exercise of the rights reserved hereunder, including, but not limited to, any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or Premises within the leased Premises. LESSOR shall provide a 24 hour notice to LESSEE should it elect to exercise a Public Use as stated above.

#### **SECTION 12. INSPECTION BY LESSOR.**

LESSOR, its agents successor or assigns, shall have the right to enter upon the leased Premises at such times and places as LESSOR may deem necessary for the purposes of inspecting the leased Premises; constructing fire lanes, roads, and other works for the purpose of travel, maintenance, any and all matters pertaining to water management activities and/or acceptable land management practices, including but not limited to prescribed burning, practices which are reasonably necessary and proper for LESSOR to perform its duties and obligations under the laws of the State of Florida, subject to obtaining all lawful permits or consent therefore. LESSEE shall permit County access and shall install a County lock on any and all gates on the perimeter of the Premises.

#### **SECTION 13. PERSONNEL AND VEHICLES.**

Only personnel and vehicles engaged in cattle operations or the performance of LESSEE'S obligations hereunder, or otherwise authorized by LESSOR, shall be allowed within the leased Premises. LESSEE agrees to provide any and all necessary roadway repairs to existing roadway that may be caused by LESSEE'S truck and/or equipment traveling over the said roadway.

#### **SECTION 14. OBLIGATION TO SECURE PREMISES.**

LESSEE, at no cost to the County, shall provide a measure of security for the Premises and shall advise the County of any unusual activity. LESSEE shall be required to identify downed or damaged fence or open gates and cattle that may have strayed from the leased Premises. Immediate action shall be taken to repair any downed or damaged fence, close gates or round-up stray cattle found while on routine patrol. Additionally, LESSEE shall

immediately notify the proper governmental agencies of any observed wildfires, trespass, or vandalism. Notwithstanding the foregoing, the parties acknowledge that LESSEE shall not be in exclusive possession of the leased Premises given LESSOR'S reserved rights set forth in this Lease. Therefore, LESSEE shall have no liability to the LESSOR for LESSEE'S failure to observe and/or report any wildfire, trespass, vandalism or other damage to the leased Premises caused by parties other than LESSEE or the LESSOR.

#### **SECTION 15. WASTE.**

LESSEE agrees not to suffer, commit, or allow to be committed any waste on the Premises, nor make any unlawful, improper or offensive use of the Premises. LESSEE shall also not suffer, commit, or allow to be committed any release of any hazardous substances regulated by any Federal, State, or local laws, rules, or ordinances. LESSEE agrees to comply with all easements, reservations, restrictions, and other matters of record, if any, encumbering the Premises. LESSEE shall agree to comply with any and all City, County, or State, regulations, rules, or ordinances pertaining to the use of County-owned Premises. Should LESSEE be in default of this Section, the LESSOR reserves the right to restore certain areas as needed in conjunction with cattle operations at the LESSEE'S expense.

#### **SECTION 16. INDEMNIFICATION.**

In return for good and valuable consideration, the receipt of which is acknowledged, LESSEE shall defend, indemnify and save harmless LESSOR from and against any loss, damage and liability occasioned by, growing out of or arising or resulting from any default hereunder, or any act or omission on the part of LESSEE or its agents or employees.

The LESSOR, in turn, agrees to indemnify and save harmless the LESSEE from and against any loss, damage and liability occasioned by, growing out of or arising or resulting from any default hereunder, or any action or omission on the part of LESSOR or its agents or employees. Nothing in this Section shall be construed as a waiver of the LESSOR's sovereign immunity.

#### **SECTION 17. INSURANCE.**

LESSEE shall procure and maintain for the duration of this Lease insurance coverage in the types and amounts as provided herein. The cost of such insurance shall be borne by LESSEE.

- A. Prior to the time LESSEE is entitled to make use of the Premises under this Lease and no later than fifteen (15) days after the effective date of the Lease, LESSEE shall deliver to the LESSOR (Attention: Pasco County Risk Manager, West Pasco Government Center, 8731 Citizens Drive, Suite 330, New Port Richey, Florida 34654): 1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Lease.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000.00 for each accident.

2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$2,000,000.00, each occurrence; and Premises damage of not less than \$1,000,000.00, each occurrence. (Combined single limits of not less than \$2,000,000.00, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Premises Damage coverage and Fire Legal Liability of not less than \$50,000.00 per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than \$300,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

B. Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said LESSEE from its insurer; and nothing contained herein shall absolve LESSEE of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LESSEE.

3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.

4. Pasco County Board of County Commissioners shall be endorsed to the required policy or policies as an additional named insured.

5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's self-insured retentions of whatever nature. County hereby waives subrogation rights for loss or damage against the County.

Compliance with the foregoing requirements shall not relieve LESSEE of the liability and obligations under this Lease. Neither approval by LESSOR nor a failure to disapprove insurance certificates or policies furnished by LESSEE shall release LESSEE of full responsibility for all liability or its obligations under this Lease.

## **SECTION 18. TAXES.**

If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the leased Premises based on LESSEE'S use thereof during the term of this Lease, LESSEE shall pay all said taxes,

assessments or liens, within thirty (30) days after receiving written notice from LESSOR or the taxing authority. In the event LESSEE fails to pay all said taxes assessed or levied on the leased Premises within thirty (30) days after receiving written notice, LESSOR may, at its sole option, pay said taxes, liens, or assessments, subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administration costs incurred by LESSOR. Failure of LESSEE to pay said taxes shall constitute a material breach of this Lease.

## **SECTION 19. DEFAULT.**

In the event of a default by LESSEE, LESSOR may exercise any and all of the following rights, in addition to seeking legal remedies allowed by law. Each of the following events shall constitute a default of this Lease by-LESSEE:

- (a) If this Lease, or any rights under this Lease, shall be transferred to any other person or party, except in a manner specifically permitted hereunder;
- (b) If LESSEE fails to obtain and carry the required amount of commercial general liability insurance or if such insurance should lapse during the term of this Lease and is not reinstated promptly upon notice being given to LESSEE;
- (c) If LESSEE shall fail to comply with any other conditions of this Lease and if such non-compliance shall continue for a period of fifteen (15) days after LESSEE'S receipt of written notice or twenty (20) days after the mailing date of mailing such notice to LESSEE at the address stated in this Lease, certified mail, return receipt requested. Even if compliance cannot reasonably be had within the stated time, LESSEE shall be in default for non-compliance unless LESSEE shall have in the reasonable opinion of LESSOR, in good faith and within the foregoing time periods, commenced actions to achieve full compliance and does diligently continue such effort until full compliance is accomplished.

## **SECTION 20. LESSOR'S REMEDIES UPON LESSEE'S DEFAULT.**

In the event of LESSEE'S default beyond applicable grace, notice and cure periods, LESSOR shall have the right to terminate this Lease immediately, thereby terminating all the right, title and interest of LESSEE under this Lease and retake possession of the leased Premises.

In the event that LESSEE breaches any of the requirements of this agreement, the LESSOR may immediately revoke and terminate this Lease Agreement and immediately terminate the LESSEE'S right to possession of the Premises, without waiving any other rights to seek damages or any other remedy available to the County under applicable law. Furthermore, LESSEE agrees that continued use and enjoyment of the Premises is at the sole and absolute discretion of Pasco County and such continued use is subject to termination without cause at any time upon thirty (30) days notice to LESSEE. If Pasco County does so revoke the use of the Premises, LESSEE shall promptly vacate the Premises.

**SECTION 21. UTILITIES.**

LESSEE shall be solely responsible for and shall pay all deposits and monthly charges for all utility services (including electricity, water and sewer service used or consumed by LESSEE in connection with the maintenance and operation of the permitted Use in the leased Premises; supplied to the leased Premises for the benefit of the LESSEE, if any, and all costs for repairing, replacing, cleaning and maintaining utility connections and service to the leased Premises used by LESSEE including water production well(s) used in conjunction with the cattle and hay production operation.

**SECTION 22. WAIVER.**

Failure by the LESSOR at any time to enforce the provisions of the Lease shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Lease or any part herein or the right of the LESSOR to enforce any provision at any time in accordance with its terms. The waiver by LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a future waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition contained herein.

**SECTION 23. TERMINATION.**

Upon termination of this Lease, LESSEE shall quit and deliver up the leased Premises and repair any damage thereto caused by LESSEE'S use of the leased Premises within the timeframe specified in the termination notice. Upon the expiration, revocation, or default, or termination pursuant to Section 23, LESSEE shall, at no expense to the LESSOR: 1) remove any and all equipment or property placed on or about the Premises; 2) return the Premises and all improvements (if any), unless otherwise agreed to in writing, to a condition equal to or better than the condition of the Premises as of the effective date. In the event LESSEE fails to remove any or all equipment or property on or about the Premises after reasonable notice by the LESSOR, the LESSEE'S equipment or property will be considered abandoned, even if the LESSEE'S address is known. The LESSOR may elect to have said equipment or property removed in accordance with applicable laws of the State of Florida.

**SECTION 24. NOTICES.**

All notices which might be given to LESSOR or LESSEE under this Lease shall be in writing and mailed to the respective addresses above.

**SECTION 25. LEGAL CONSTRUCTION.**

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**SECTION 26. GOVERNING LAW.**

The validity and interpretation of this Lease shall be governed by the laws of the State of Florida and any litigation with respect hereto shall be brought in the courts of Pasco County, Florida, with venue at the West Pasco Judicial Center.

**SECTION 27. ENTIRE AGREEMENT.**

This Lease represents the entire agreement between the parties and supersedes all prior oral and written communication and representations.

**SECTION 28. AMENDMENT.**

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated concurrent or subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

[SEAL]

**LESSOR:**  
BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
PAULA S. O'NEIL, Ph.D.  
CLERK & COMPTROLLER

BY: \_\_\_\_\_  
CHAIRMAN

WITNESSES:

**LESSEE:**  
HAWK RANCH, INC.

Rosalie M. Gallina  
1<sup>st</sup> Witness Signature

By: \_\_\_\_\_  
Signature  
Andrew J. Hupp  
Print Name

Rosalie M. Gallina  
1<sup>st</sup> Witness Print Name

Its: President  
Title

Brett Braciak  
2<sup>nd</sup> Witness Signature

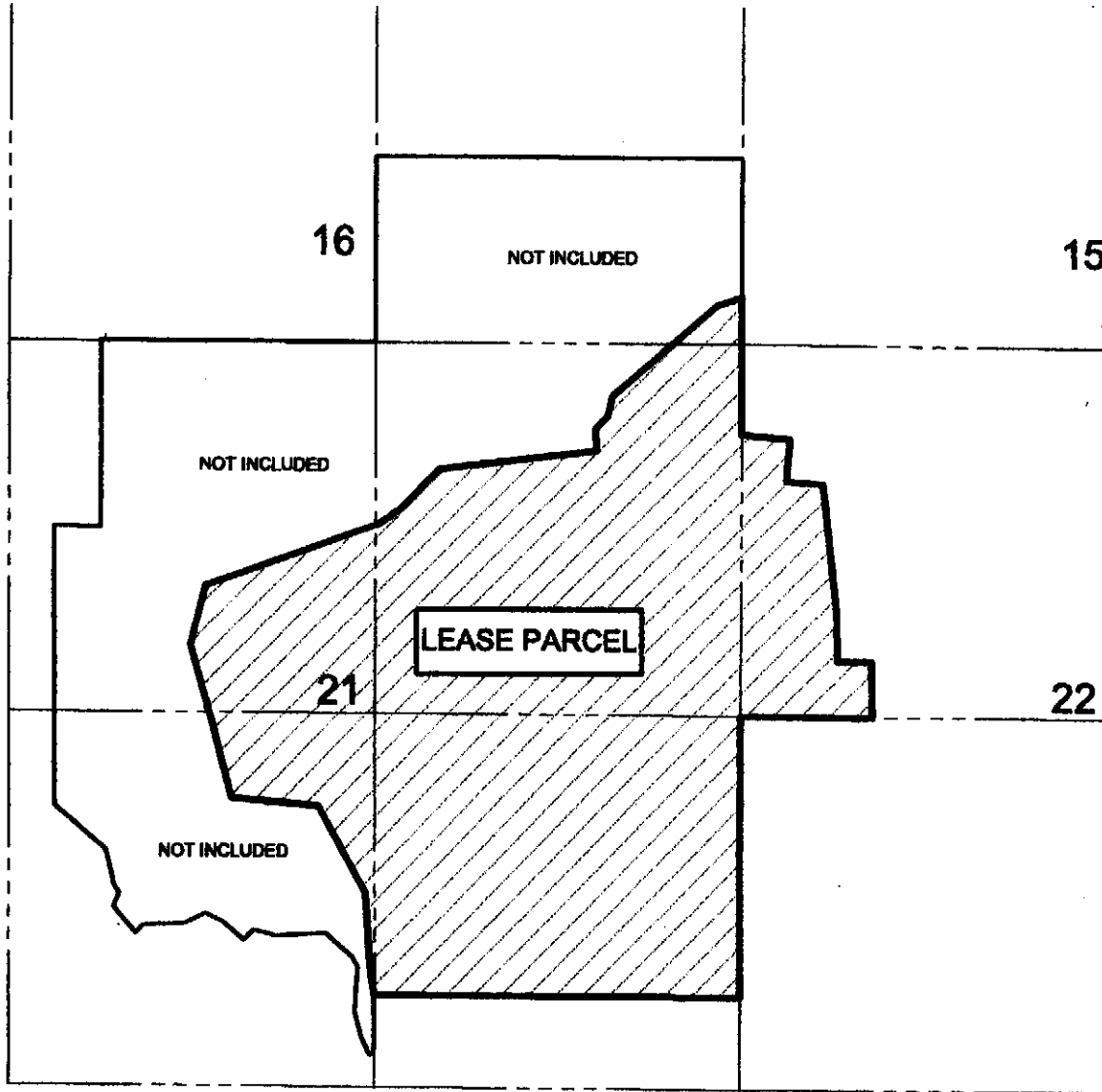
BRETT BRACIAK  
2<sup>nd</sup> Witness Print Name

EXHIBIT A

**SECTION 16, 21 & 22, TOWNSHIP 24 SOUTH, RANGE 18 EAST  
PASCO COUNTY, FLORIDA**



NOT TO SCALE



FILE NO. BCCS1908\C:\DATA\MORSANI\COWS.DWG



**PASCO COUNTY ENGINEERING  
SERVICES DEPARTMENT**  
8731 CITIZENS DRIVE  
NEW PORT RICHEY, FL 34654

**JUMPING GULLY LEASE PARCEL**

|                              |                                  |                    |
|------------------------------|----------------------------------|--------------------|
| DATE DRAWN:<br>JULY 22, 2011 | DRAWING FILE<br>MORSANI\COWS.DWG | W/O #<br>X-0895.00 |
| DRAWN: MW                    | CHECK: R.F.P.                    | SHEET 1 OF 2       |

## LEGAL DESCRIPTION

### JUMPING GULLY PRESERVATION LEASE PARCEL

A portion of property lying in Sections 16, 21, & 22, Township 24 South, Range 18 East, Pasco County, Florida, as described in Official Record Book 8549, Page 1489, of the Public Records of Pasco County, Florida and being further described as follows:

**Commence** at the Northeast corner of the South 1/2 of the Southeast 1/4 of said Section 16; thence along the Easterly boundary of the South 1/2 of the Southeast 1/4 of said Section 16, S.00°03'03"E. a distance of 994.20 feet to the **Point of Beginning**; thence along the Easterly boundary of the Northeast 1/4 of Section said 21, S.00°03'46"W., for a distance of 328.93 feet to the Northeast corner of Section 21; thence S.00°07'15"W. for a distance of 640.19' along the East boundary of the Northeast 1/4 of Section 21, Township 24 South, Range 18 East; thence S.85°18'09"E., a distance of 352.30 feet; thence S.04°38'15"W., a distance of 300.13 feet; thence S.85°46'23"E., a distance of 264.51 feet; thence S.06°16'48"E., a distance of 930.02 feet; thence S.00°16'22"E., a distance of 340.00 feet; thence S.89°44'31"E., a distance of 250.01 feet; thence S.00°16'22"E., a distance of 400.23 feet; thence N.89°44'31"W., a distance of 950.16 feet along the South boundary of the Northwest 1/4 of Section 22, Township 24 South, Range 18 East, to the Northeast corner of the Southeast 1/4 of the aforesaid Section 21 ; thence S.00°10'13"W., a distance of 1321.33 feet along the East boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 21; thence S.00°10'26"W., a distance of 660.13 feet along the East boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 21 to the Northeast corner of the South 1/4 of the Southeast 1/4 of said Section 21; thence N.89°39'50"W., a distance of 1983.61 feet along the North boundary of said South 1/4 of the Southeast 1/4 to the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 21; thence N.89°39'50"W., a distance of 661.20 feet along the North boundary of the said Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 to the Northwest corner thereof; thence N. 08°02'45" W., a distance of 210.61 feet; thence N. 03°09'10"W., a distance of 517.42 feet; thence N.29°56'09"W., for a distance of 697.38 feet; thence N. 84°56'31" W. a distance of 626.56 feet; thence N. 15°14' 21" W. for a distance of 1123.02 feet; thence N. 14°40'22" E. for a distance of 434.38 feet; thence N.70°27'35"E., a distance of 1318.61 feet; thence N.55°04'16" E., a distance of 202.85 feet; thence N. 44°07'32"E., a distance of 390.16 feet; N. 83°30'49"E. , for a distance of 1150.00 feet; thence N. 01°05'32" W. for a distance of 165.32 feet; thence N. 46°03' 40" E., a distance of 118.86 feet; thence N. 13°14'34"E, for a distance of 145.08 feet; thence N. 49°27'39" E., for a distance of 985.97 feet; thence N.72°15'48"E., for a distance of 192.73 feet to the **Point Of Beginning**.

Together with and subject to covenants, easements and restrictions of record.

The above described property contains 329.539 acres, more or less.