

Meeting Date
January 27, 2015



AGENDA	
Section	Consent
Item No.	II.A.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	FINAL PLAT AND CONTRACT APPROVAL RE: ST ANDREWS MANOR PHASE TWO DEVELOPER: SAWGRASS LAND DEVELOPMENT COMPANY DISTRICT 4
DEPT/OFFICE:	PLANNING & DEVELOPMENT DEPARTMENT

[Handwritten initials]

Requested Action:
It is requested that the Board of County Commissioners grant final plat and contract approval and authorize the Chairman to sign the final plat and contract for the above referenced project.

Summary Explanation & Background:
There are three stages of review of subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on January 4, 2013. The preliminary plat and final engineering plans, which is the second stage of approval was approved by the Board on November 5, 2013. The St. Andrews Manor construction and final plats are being processed in three phases. The final plat for St. Andrews Manor Phase One is under construction. A performance bond and contract were executed and accepted by the Board on November 25, 2014, along with approval of St Andrews Manor Phase One final plat, which recorded on December 12, 2014.

Staff has reviewed the final plat and contract for St Andrews Manor Phase Two and has determined that they are in compliance with the applicable ordinances. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

The St Andrews Manor Phase Two subdivision is located on the north side the Pineda Causeway between Interstate 95 and Wickham Road, containing 73 lots on approximately 38.54 acres.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

14SD-00385

Clerk to the Board instruction: Please return original contract and certified copy to Land Development

Exhibits Attached: location maps and contract

Contract /Agreement (If attached): Reviewed by County Attorney	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>
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County Manager <i>[Signature]</i> Stockton Whitten	Assistant County Manager <i>[Signature]</i> Mel Scott	Department Director / Extension Robin M. Sobrino, AICP Planning & Development Department Ext. 5-2069 <i>[Signature]</i>
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Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

January 28, 2015

MEMORANDUM

TO: Robin Sobrino, Planning and Development Director

RE: Item II.A.1., Final Plat and Contract Approval for St. Andrews Manor Phase Two –
Sawgrass Land Development Company

The Board of County Commissioners, in regular session on January 27, 2015, granted final plat and contract approval for St. Andrews Manor Phase Two – Sawgrass Land Development Company, subject to minor engineering changes, if necessary, and developer responsible for obtaining all other necessary jurisdictional permits; and authorized the Chairman to sign the final plat and Contract. Enclosed is the original Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

Encl. (1)

cc: Contracts Administration

Subdivision No. 13-SD-00036

Project Name St Andrews Manor Phase 2

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 27 day of January 20 15, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and KCF Site Development, Inc., hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number 13-SD-00036. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 15th day of May, 20 15.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$357,360.00. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

Scott Ellis

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Robin Fisher

Robin Fisher, Chairman

As approved by the Board on: 1-27, 2015.

WITNESSES:

Michelle G. Fatulippe

[Signature]

PRINCIPAL:
KCF SITE DEVELOPMENT, INC.

Kim Fortier

Kim Fortier, as President

12-15-14

DATE

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 15th day of December 2014, by Kim Fortier, President of KCF Site Development, Inc. who is personally known to me or who has produced as identification and who did (did not) take an oath.

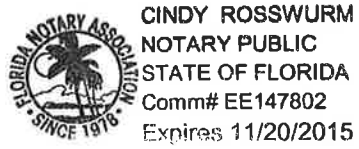
My commission expires: 11-20-15

S E A L

Commission Number: EE147802

Cindy Rosswurm
Notary Public

Cindy Rosswurm
Notary Name printed, typed or stamped



Subdivision No. 13-SD-00036

Project Name St Andrews Manor Phase 2

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this ____ day of _____ 20____, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and KCF Site Development, Inc., hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

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To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 15th day of May, 2015.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$357,360.00 . If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

Robin Fisher, Chairman

As approved by the Board on: _____, 20__.

WITNESSES:

Michelle G. Fatulippe
[Signature]

PRINCIPAL:
KCF SITE DEVELOPMENT, INC.
[Signature]
Kim Fortier, as President

12-15-14
DATE

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 15th day of December 2014, by Kim Fortier, President of KCF Site Development, Inc. who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

My commission expires: 11-20-15

[Signature]
Notary Public

S E A L

Commission Number: EE147802

Cindy Rosswurm
Notary Name printed, typed or stamped



CINDY ROSSWURM
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE147802
Expires 11/20/2015

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, KCF SITE DEVELOPMENT, INC, hereinafter referred to as "Owner" and, BERKLEY INSURANCE CO., hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$ 357,360.00, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 17th day of December, 2014, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by May 15th, 2015, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

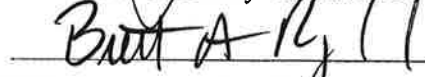
In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 15th day of December, 2014.

OWNER: KCF SITE DEVELOPMENT, INC.

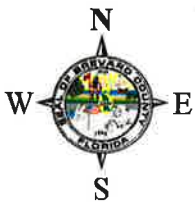
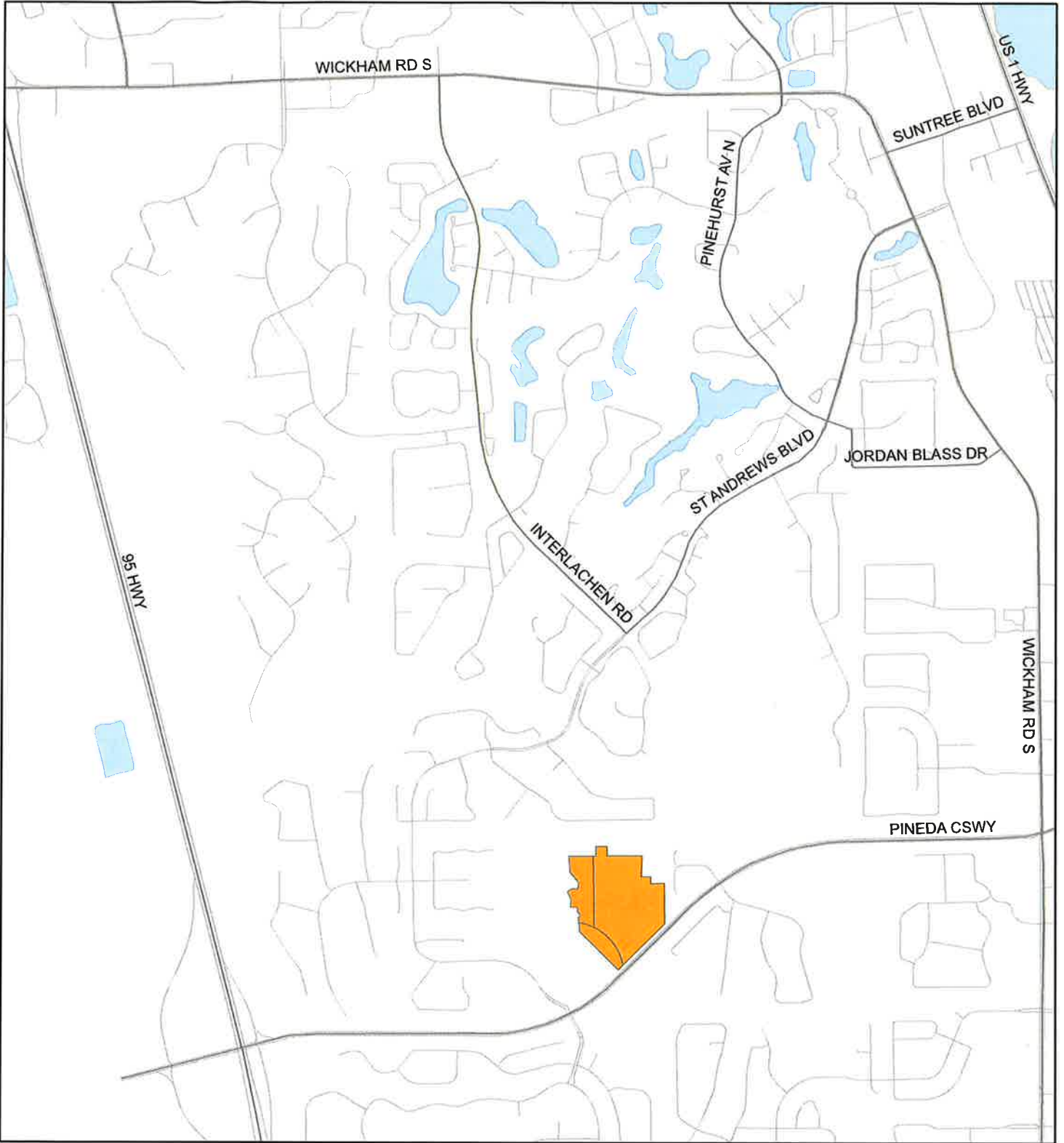


SURETY: Berkley Insurance Co.



Brett A. Ragland, Attorney-in-Fact
Florida Resident Agent

LOCATION MAP
ST ANDREWS MANOR PHASE TWO
14SD-00385



1:24,000 or 1 inch = 2,000 feet

 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 12/22/2014



PB 60/88-90A
11A1
1/27/15

Dean Mead
8240 Devereux Drive
Suite 100
Viera, FL 32940

(321) 259-8900
(321) 254-4479 Fax
www.deanmead.com

Attorneys and Counselors at Law
Orlando
Fort Pierce
Gainesville
Tallahassee
Viera/Melbourne

R. MASON BLAKE
MBlake@deanmead.com

December 9, 2014

Board of County Commissioners
Brevard County, Florida
2725 Judge Fran Jamieson Way
Building A, Suite 147
Viera, Florida 32940
Attention: Land Development Division

Re: Re: Opinion of Title to that certain real property described in Exhibit "A", attached hereto and made a part hereof (the "Property") to be platted as St. Andrews Manor Phase Two.

Ladies and Gentlemen:

This firm is an authorized issuing agent for Chicago Title Insurance Company ("Chicago"). Chicago has caused to be conducted a search of the Public Records of Brevard County, Florida, with respect to the Property, through and including December 4, 2014, at 5:00 p.m.

The undersigned, as issuing agent for Chicago, hereby certifies to you that the above-mentioned search of the Public Records of Brevard County, Florida, disclosed that as of December 4, 2014, at 5:00 p.m., fee simple title to the Property was vested in Sawgrass Land Development, LLC, a Florida limited liability company. Sawgrass Land Development, LLC is the same party as shown on the unrecorded plat of St. Andrews Manor Phase Two. There are no mortgages encumbering the Property.

There are no liens affecting the Property. Ad valorem real property taxes for 2014 and all years prior to 2014 have been paid.

There are no conflicting rights-of-way, easements or plats; provided, however, that there are easements created by the following instruments and:

DEC 17 2014

December 9, 2014

Page 2

(1) Agreement to Donate Land recorded June 5, 1996, in Official Records Book 3577, Page 1376, together with Amendment to Agreement recorded in Official Records Book 4059 page 51, and Assignment and Assumption Agreement recorded in Official Records Book 4499 page 2832, Assignment and Assumption Agreement recorded in Official Records Book 4935 page 2546 and Assignment and Assumption Agreement recorded in Official Records Book 5162 page 2850, Public Records of Brevard County, Florida.

(2) A Fifteen foot (15') Public Utility Easement between Tracts FD-1 and FD-3 as shown on the Plat of St. Andrews manor Phase One, recorded in Plat Book 60, Pages 75 through 79, inclusive, of the Public Records of Brevard County, Florida.

There are restrictions and requirements applicable to the development of the Property that do not conflict with the plat created by the following instruments, copies of which are enclosed:

(1) Binding Development Plan recorded March 23, 2006, in Official Records Book 5620, Page 5559, Public Records of Brevard County, Florida.

(2) Binding Development Plan recorded May 7, 2009, in Official Records Book 5945, Page 1154, Public Records of Brevard County, Florida.

This Opinion of Title is being given to you in connection with the platting of the Property and is not to be used for any other purposes nor copies delivered to any other persons or entities without the prior written consent of the undersigned.

Very truly yours,


R. Mason Blake

RMB:ls

EXHIBIT "A" - Page 1 of 2
LEGAL DESCRIPTION: ST. ANDREWS MANOR PHASE TWO (BY SURVEYOR)

TRACT FD-3, ST. ANDREWS MANOR PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 75 THROUGH 79, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID LANDS LYING IN SECTION 26, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID TRACT FD-3 FOR THE POINT-OF-BEGINNING; THENCE SOUTH $00^{\circ}58'17''$ EAST ALONG THE WEST LINE OF GRAND HAVEN PHASE ONE, AS RECORDED IN PLAT BOOK 46, PAGES 55-67, A DISTANCE OF 576.77 FEET TO THE NORTH RIGHT OF WAY LINE OF PINEDA CAUSEWAY EXTENSION; THENCE SOUTH $45^{\circ}05'00''$ WEST, A DISTANCE OF 926.51 FEET; THENCE NORTH $44^{\circ}55'00''$ WEST, A DISTANCE OF 756.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET, AND A CENTRAL ANGLE OF $40^{\circ}24'10''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 70.52 FEET; THENCE NORTH $85^{\circ}19'10''$ WEST, A DISTANCE OF 61.41 FEET; THENCE NORTH $89^{\circ}55'00''$ WEST, A DISTANCE OF 35.03 FEET; THENCE NORTH $03^{\circ}47'47''$ WEST, A DISTANCE OF 213.82 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF $93^{\circ}21'09''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 40.73 FEET; THENCE NORTH $00^{\circ}26'38''$ WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 930.00 FEET, AND A CENTRAL ANGLE OF $00^{\circ}21'05''$; THENCE FROM A TANGENT BEARING OF SOUTH $89^{\circ}33'22''$ WEST, RUN WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 5.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF $86^{\circ}59'56''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 37.96 FEET; THENCE NORTH $03^{\circ}47'47''$ WEST, A DISTANCE OF 105.39 FEET; THENCE SOUTH $86^{\circ}12'13''$ WEST, A DISTANCE OF 180.00 FEET; THENCE NORTH $03^{\circ}47'47''$ WEST, A DISTANCE OF 136.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 595.00 FEET, AND A CENTRAL ANGLE OF $11^{\circ}13'34''$; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 116.58 FEET; THENCE NORTH $74^{\circ}58'39''$ EAST, A DISTANCE OF 180.00 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 775.00 FEET, AND A CENTRAL ANGLE OF $00^{\circ}44'28''$; THENCE FROM A TANGENT BEARING OF SOUTH $15^{\circ}01'21''$ EAST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 10.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF $86^{\circ}25'00''$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 37.71 FEET; THENCE NORTH $79^{\circ}18'07''$ EAST, A DISTANCE OF 27.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 525.00 FEET, AND A CENTRAL ANGLE OF $07^{\circ}07'19''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 65.26 FEET; THENCE NORTH $03^{\circ}34'35''$ WEST, A DISTANCE OF 71.31 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 905.00 FEET, AND A CENTRAL ANGLE OF $05^{\circ}57'55''$; THENCE FROM A TANGENT BEARING OF NORTH $16^{\circ}30'52''$ WEST, RUN NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 94.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS

EXHIBIT "A" - Page 2 of 2
LEGAL DESCRIPTION: ST. ANDREWS MANOR PHASE TWO (BY SURVEYOR)

OF 495.00 FEET, AND A CENTRAL ANGLE OF $21^{\circ}44'02''$; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 187.77 FEET; THENCE NORTH $89^{\circ}15'15''$ EAST, A DISTANCE OF 360.82 FEET; THENCE NORTH $36^{\circ}39'30''$ EAST, A DISTANCE OF 15.39 FEET; THENCE NORTH $00^{\circ}44'45''$ WEST, A DISTANCE OF 117.78 FEET; THENCE NORTH $89^{\circ}15'15''$ EAST, A DISTANCE OF 161.78 FEET; THENCE SOUTH $00^{\circ}44'45''$ EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH $89^{\circ}15'15''$ EAST, A DISTANCE OF 486.95 FEET; THENCE SOUTH $00^{\circ}44'45''$ EAST, A DISTANCE OF 295.76 FEET; THENCE NORTH $89^{\circ}15'15''$ EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH $00^{\circ}44'45''$ EAST, A DISTANCE OF 92.76 FEET; THENCE NORTH $89^{\circ}15'15''$ EAST, A DISTANCE OF 196.95 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 38.540 ACRES OF LAND MORE OR LESS.