

**RESOLUTION NO. 031202 B**

**PASSED April 11, 2005**

**A Resolution approving the final plat of "Madera Cluster Development, Phase II", located in the general vicinity of Williston Road (north side), a/k/a S.R. 331, between SW 20<sup>th</sup> Street and SW 21<sup>st</sup> Street; authorizing the City Manager or designee, to execute a Subdivision Improvement Surety Agreement to secure the construction of improvements; providing directions to the Clerk of the Commission; and providing an immediate effective date.**

**WHEREAS**, the Development Review Board approved the design plat of "Madera Cluster Development, Phase II" on September 13, 2001; and

**WHEREAS**, the owner of the plat has submitted a final plat which substantially conforms to the design plat as approved by the City Commission on October 22, 2001, and which incorporates all modifications and revisions specified in such approval; and

**WHEREAS**, the owner of the proposed subdivision has requested the City Commission to accept and approve the final plat as provided in Chapter 177 of the Florida Statutes and Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida; and

**WHEREAS**, the City Commission finds that the final plat described herein is consistent with the City of Gainesville 2000-2010 Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA;**

**Section 1.** The final plat of "Madera Cluster Development, Phase II" is accepted and approved by the City Commission on the following described property lying in the City of Gainesville, Alachua County, Florida:

(See Exhibit "A" attached hereto and made a part hereof as if set forth in full)

**Section 2.** The City Manager or designee, is authorized to execute a Subdivision Improvement Surety Agreement with a lending institution that secures the construction and completion of the improvements required under the ordinances of the City of City of Gainesville, a copy of which agreement is attached hereto as Exhibit "B".

**Section 3.** The Clerk of the Commission is authorized and directed to affix his signature to the record plat on behalf of the City Commission and accept the dedication of public rights-of-way, easements, and other dedicated portions as shown on the plat.

**Section 4.** This resolution shall be effective immediately upon adoption.


**PASSED AND ADOPTED** this 11th day of April, 2005.

  
\_\_\_\_\_  
Pegeen Hanrahan, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kurt Larnon,  
Clerk of the Commission

  
\_\_\_\_\_  
Marion J. Radson, City Attorney

APR 14 2005

**'EXHIBIT A'**

**CLIENT:** GREENTRUST, LLC

**JOB NO.:** 03-064S

**LEGAL DESCRIPTION FOR:** MADERA CLUSTER SUBDIVISION PHASE 2

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN LOTS 5 AND 6 OF THE NAPIER GRANT, TOWNSHIP 10 SOUTH, RANGE 20 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 6 AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 331 (A.K.A. WILLISTON ROAD - A 100' RIGHT-OF-WAY); THENCE NORTH 04°30'00" WEST, ALONG THE WEST LINE OF SAID LOT 6 AND ALONG THE WEST BOUNDARY OF MADERA CLUSTER DEVELOPMENT PHASE I, AS RECORDED IN PLAT BOOK 23, PAGES 72 AND 73 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1253.34 FEET TO THE NORTHWEST CORNER OF SAID MADERA CLUSTER DEVELOPMENT PHASE I; THENCE DEPARTING SAID WEST LINE THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID MADERA CLUSTER DEVELOPMENT PHASE I; 1) SOUTH 88°10'49" EAST, A DISTANCE OF 143.66 FEET; 2) SOUTH 01°49'11" WEST, A DISTANCE OF 40.00 FEET; 3) NORTH 82°42'18" EAST, A DISTANCE OF 60.77 FEET; 4) SOUTH 88°10'49" EAST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°57'00" EAST, A DISTANCE OF 141.42 FEET; THENCE NORTH 01°49'11" EAST, A DISTANCE OF 427.07 FEET; THENCE NORTH 67°18'52" WEST, A DISTANCE OF 131.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°48'14" EAST, 178.08 FEET; THENCE NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°48'16", AN ARC DISTANCE OF 200.65 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°31'23" EAST, A DISTANCE OF 60.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°19'02" EAST, 23.27 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°24'49", AN ARC DISTANCE OF 23.29 FEET TO THE END OF SAID CURVE; THENCE NORTH 45°58'20" EAST, A DISTANCE OF 140.11 FEET; THENCE NORTH 04°30'00" WEST, A DISTANCE OF 310.82 FEET TO THE NORTH LINE OF LOT 6 OF SAID NAPIER GRANT AS RECORDED IN DEED BOOK I, PAGE 591 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 86°22'07" EAST, ALONG THE NORTH LINE OF LOT 6 AND ALONG THE NORTH LINE OF LOT 5 OF SAID NAPIER GRANT, A DISTANCE OF 383.53 FEET TO THE NORTHWEST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1279, PAGE 977 OF SAID PUBLIC RECORDS; THENCE SOUTH 04°35'42" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 206.91 FEET TO THE SOUTHWEST CORNER OF SAID LAND; THENCE NORTH 86°18'33" EAST, ALONG THE SOUTH LINE OF SAID LAND, A DISTANCE OF 140.07 FEET TO THE SOUTHEAST CORNER OF SAID LAND AND THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 20TH STREET (A 25 FOOT RIGHT-OF-WAY); THENCE SOUTH 04°25'59" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 689.05 FEET TO THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2428, PAGE 240 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 85°34'01"

WEST, ALONG THE NORTH LINE OF SAID LAND, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID LAND;

THENCE SOUTH 04°25'59" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LAND; THENCE NORTH 85°34'01" EAST, ALONG THE SOUTH LINE OF SAID LAND, A DISTANCE OF 50.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF AFOREMENTIONED SOUTHWEST 20TH STREET; THENCE SOUTH 04°25'59" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHWEST 20TH STREET, A DISTANCE OF 405.35 FEET TO THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2014, PAGE 1438 OF SAID PUBLIC RECORDS;

THENCE SOUTH 84°50'03" WEST, ALONG THE NORTH LINE OF SAID LAND, A DISTANCE OF 200.02 FEET TO THE NORTHWEST CORNER OF SAID LAND;

THENCE SOUTH 04°25'59" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 95.46 FEET TO THE INTERSECTION WITH THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2408, PAGE 284 OF SAID PUBLIC RECORDS;

THENCE SOUTH 86°08'10" WEST, ALONG THE NORTH LINE OF SAID LAND, A DISTANCE OF 208.80 FEET TO THE NORTHWEST CORNER OF SAID LAND;

THENCE SOUTH 04°33'17" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 9.40 FEET TO THE NORTHEAST CORNER OF "NAPIER ESTATE" AS PER PLAT THEREOF RECORDED IN PLAT BOOK "E", PAGE 16 OF SAID PUBLIC RECORDS;

THENCE SOUTH 86°51'26" WEST, ALONG THE NORTH LINE OF SAID "NAPIER ESTATE", A DISTANCE OF 123.86 FEET TO THE BOUNDARY OF AFOREMENTIONED MADERA CLUSTER DEVELOPMENT PHASE I;

THENCE THE FOLLOWING NINE (9) COURSES ALONG THE BOUNDARY OF SAID MADERA CLUSTER DEVELOPMENT PHASE I; 1) NORTH 04°30'00" WEST, 22.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 80.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°38'26" WEST, 22.66 FEET;

2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°16'52", AN ARC DISTANCE OF 22.73 FEET TO THE POINT OF TANGENCY;

3) NORTH 20°46'52" WEST, 36.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°18'48" WEST, 11.38 FEET;

4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°03'52", AN ARC DISTANCE OF 11.40 FEET TO THE POINT OF TANGENCY;

5) NORTH 33°50'44" WEST, A DISTANCE OF 133.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 280.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°00'37" WEST, 22.72 FEET;

6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°39'00", AN ARC DISTANCE OF 22.72 FEET TO THE END-OF SAID CURVE;

7) NORTH 38°38'49" WEST, 150.58 FEET;

8) NORTH 36°59'41" WEST, 23.63 FEET;

9) NORTH 88°10'49" WEST, 80.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 21.186 ACRES, MORE OR LESS.

**SUBDIVISION IMPROVEMENT SURETY AGREEMENT  
AS TO MADERA CLUSTER DEVELOPMENT, PHASE II**

This agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2005 between City of Gainesville, by and through its City Commission, hereinafter referred to as "City", R. E. Arnold Construction, Inc., hereinafter referred to as "Contractor," Greentrust Homes, LLC, a Florida limited liability company, hereinafter referred to as "Developer" and Mercantile Bank hereinafter referred to as "Lender".

**WHEREAS**, the applicable ordinances of the City of Gainesville and Florida Statutes require that assurances be given before a subdivision is platted and that the proposed improvements will be completed within a reasonable time to the standards required by the City Engineer for acceptance and maintenance by the City after completion; and

**WHEREAS**, R. E. Arnold Construction, Inc. hereinafter called the Contractor has agreed to a contract price of \$326,825.00, and payments of \$197,925.00 have been made, leaving a remaining contract balance of \$128,900.00 to install the streets, necessary drainage and utilities and other improvements required under applicable law in the Madera Cluster Development, Phase II. These funds are included in the loan made by the Lender to the Developer; and,

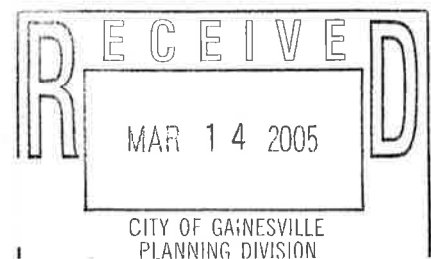
**WHEREAS**, Causseaux & Ellington, Inc., a Florida Professional Surveyor and Mapper has agreed to a total contract price of \$5,600.00 to install the permanent control points and lot corners under applicable law in the Madera Cluster Development, Phase II subdivision. These funds are included in the loan made by the Lender to the Developer; and,

**WHEREAS**, the City has reviewed the subdivision capital improvements construction contract or cost estimate, the contract or estimate with the surveyor, and has established the sum that is sufficient for the construction of the improvements and the installation of the required survey control point; and

**WHEREAS**, Mercantile Bank hereinafter called the Lender has made a loan to Greentrust Homes, LLC, a Florida limited liability company, hereinafter called the Developer, which includes funds for the construction of subdivision improvements in a subdivision to be known as Madera Cluster Development, Phase II in Gainesville, Florida; and,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

**EXHIBIT "B"**



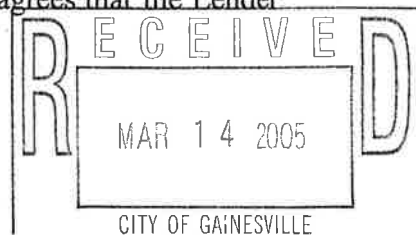
1. **Term.** This agreement is effective on the date entered above and shall remain in effect until the improvements are constructed and released and accepted by the City or a substitute surety agreement is signed by the City, the Developer, and the Lender.

2. **Capital Improvements Fund.** The Capital Improvements Fund shall consist of sufficient monies to pay for 120% of the cost of construction. All parties agree that the sum of \$161,400.00 is sufficient to meet this criteria and to complete this project, as identified in plans prepared by Causseaux and Ellington and approved by the City Public Works Department. The cost of construction must be indicated in an executed, itemized contract verified by a private engineer acting for the Developer as identified in paragraph 6 below or in a professional engineer's signed and sealed estimate. In no event shall the funds provided for the construction be less than 120% of the sum of the contracts for construction and surveying. In any event, the amount of the fund is subject to the approval of the City Engineer. This fund is irrevocably set aside for construction of the required subdivision improvements and may not be used for any other purpose until such improvements are in place and accepted by the City, or, if required, a substitute surety agreement provided for in paragraph 7 below is signed by the City and the Developer.

3. **Developer's Responsibilities.** The Developer is solely responsible for the construction of the subdivision improvements in accordance with the design documents prepared by a professional engineer employed by the Developer. The developer agrees to ensure that the improvements are completed within the time specified in paragraph 9. In addition, the Developer agrees to the following:

a. Should the Contractor not construct the improvements provided for under this contract, the Developer agrees to retain another contractor within 30 days of the original Contractor's default for the purpose of constructing the improvements. The Developer further agrees to obtain the consent of the Lender and the City as to the selection of the replacement contractor.

b. Should the Developer not proceed to contract with another contractor within 30 days of the default of the original Contractor, the Lender or the City shall be entitled to construct the improvements to meet the City's requirements. The Developer further agrees that the Lender



or the City shall be entitled to use the remaining funds in the Capital Improvements Fund, identified in this agreement, for the purpose of the construction of the improvements. Further, the Developer agrees that all monies provided for the construction of the improvements will be secured by the lien of the mortgage provided by the Developer to the Lender.

c. The Developer shall retain the services of a Florida Professional Surveyor and Mapper to monument all lot corners and to establish permanent control points in the centerline of all streets once the improvements have been completed as required by Chapter 177 of the Florida Statutes. The Developer shall require the Surveyor retained to provide this service to provide the City a certification that the Surveyor has placed the above-described corners and the last date of placement.

4. **Contractor's Responsibilities.** The Contractor agrees to construct the subdivision improvements in a reasonably diligent manner to ensure completion of all the improvements within the time specified in paragraph 9.

5. **City's Responsibilities.** The City agrees to fulfill all its responsibilities as required by the provisions of the City of Gainesville Subdivision Ordinance.

6. **Lender's Responsibilities.** The Lender agrees that the disbursement of funds during the course of construction from the Capital Improvements Fund shall be made only upon certification by both a private Professional Engineer acting for the Developer and approval of said certification by the City Engineer. The certification shall describe the value of work completed as of the date of the certification based upon a schedule of values provided by the Contractor. Upon certification, the Lender shall provide to the Developer for disbursement to the contractor the sum so certified but will retain for each progress payment a 10% retainage to be paid to the Developer only upon final acceptance or release of the subdivision improvements by the City.

7. **Substitute Surety Agreement.** If upon completion of the project, at the preliminary inspection, it is determined that certain subdivision improvements are not functioning properly; even though the improvements were constructed in accordance with the construction plans and specifications and the design provided by the Developer's Engineer and that corrective action must be taken prior to the City accepting the improvements; the Developer shall, within 45 days, enter into a substitute surety agreement to provide for the corrections to the





11. **Assignment of Interest.** Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

12. **Successors and Assigns.** The City and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

13. **Independent Contractor.** In the performance of this agreement, the Lender, Developer, and Contractor are acting in the capacity of independent contractors and not as agents, employees, partners, joint venturers, or associates of the City.

14. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.

15. **Severability.** If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

16. **Non Waiver.** The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

17. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua City.

18. **Amendments.** The parties may amend this agreement only by mutual written agreement of the parties.

19. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

20. **Entire Agreement.** This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

This agreement executed at Gainesville, Florida, this 4<sup>th</sup> day of March, 2005.

Witnesses:

Cress Howell  
Melanie Shore  
As to Lender

Katy McMahon  
Brooklyn H Keith  
As to Contractor

[Signature]  
Brooklyn H Keith  
As to Developer

\_\_\_\_\_  
\_\_\_\_\_  
As to Engineer

MERCANTILE BANK

By: Robert Cameron

R. E. ARNOLD CONSTRUCTION, INC.

By: Eugene Arnold

GREENTRUST HOMES, LLC

By: [Signature]

CITY OF GAINESVILLE

By: [Signature]  
City Engineer

**RESOLUTION NO. 031202 A**

**PASSED April 26, 2004**

**A Resolution approving the conditional final plat of "Madera Cluster Development, Phase II", located in the general vicinity of Williston Road (north side), a/k/a S.R. 331, between SW 20<sup>th</sup> Street and SW 21<sup>st</sup> Street; and providing an immediate effective date.**

**WHEREAS**, the Development Review Board approved the design plat of "Madera Cluster Development, Phase II" on September 13, 2001, and

**WHEREAS**, on October 22, 2001, the City Commission approved the design plat; and

**WHEREAS**, on September 23, 2002, the City Commission granted a six-month extension of time of the design plat approval to April 22, 2003 in accordance with Section 30-183(J)(2) of the Code of Ordinances; and

**WHEREAS**, on April 22, 2003, the owner of the plat submitted a conditional final plat which substantially conforms to the design plat as approved by the City Commission on October 22, 2001, and which incorporates all modifications and revisions specified in such approval; and

**WHEREAS**, the owner of the proposed subdivision has requested the City Commission to accept and approve the plat as provided in Chapter 177 of the Florida Statutes and Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida; and

**WHEREAS**, the City Commission finds that the conditional final plat described herein is consistent with the City of Gainesville 2000-2010 Comprehensive Plan, and applicable ordinances and regulations of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA;**

**Section 1.** The conditional final plat of "Madera Cluster Development, Phase II" is accepted and approved by the City Commission on the following described property lying in the City of Gainesville, Alachua County, Florida:

(See Exhibit "A" attached hereto and made a part hereof as if set forth in full)

**Section 2.** The owner and/or subdivider of the plat shall fully complete all subdivision improvements within two (2) years of the effective date of this Resolution in full accordance with approved plans and specifications and the ordinances of the City of Gainesville.

**Section 3.** The "Madera Cluster Development, Phase II" plat shall not be recorded, but shall be retained by the Clerk of the Commission until the City Manager shall have certified that all required improvements have been completed in accordance with approved plans and specifications and ordinances of the City and the same has been approved by the City Commission. Upon such certification by the City Manager and upon proof by title insurance or other similar assurance to the satisfaction of the City that there are no liens or possibilities of liens on such subdivision improvements or on the property dedicated to the public, and that the dedicator or dedicators have clear fee title thereto, the City shall approve such plat and other dedicated portions as shown on the approved plat and the subdivider shall record the plat and provide copies as specified in Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida.

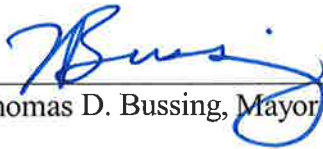
**Section 4.** No building permits shall be issued on the property within the boundaries of the "Madera Cluster Subdivision, Phase II" plat until such plat has been approved and accepted by the City Commission and filed in the public records of Alachua County, Florida.

**Section 5.** No construction activities, including clearing and grubbing, shall begin without a permit being issued or a letter of permit exemption by the St. Johns River Water Management District. A copy of the permit must be on file with the City Public Works Department prior to commencement of any site work.

**Section 6.** During construction, the subdivider may, upon the posting of a bond or other such security for the cost of the uncompleted improvements, have this conditional approval converted to final approval and acceptance provided that all other requirements and conditions of Chapter 30 of the Code of Ordinances applicable to final plat acceptance have been met.

**Section 7.** This resolution shall be effective immediately upon adoption.

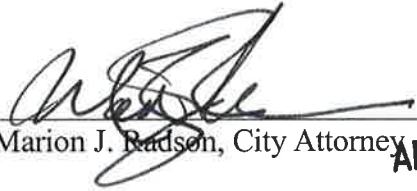
**PASSED AND ADOPTED** this 26<sup>th</sup> day of April, 2004.

  
\_\_\_\_\_  
Thomas D. Bussing, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kurt Lannon,  
Clerk of the Commission

  
\_\_\_\_\_  
Marion J. Radson, City Attorney

APR 27 2004

## EXHIBIT "A"

**CLIENT:** GREENTRUST, LLC

**PROJECT:** MADERA CLUSTER SUBDIVISIONS

**JOB NO.:** 01-460S

**LEGAL DESCRIPTION FOR:** MADERA CLUSTER SUBDIVISION PHASE 2

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN LOTS 5 AND 6 OF THE NAPIER GRANT, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 04°25'59" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 95.46 FEET TO THE INTERSECTION WITH THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2408, PAGE 284 OF SAID PUBLIC RECORDS;

THENCE SOUTH 86°08'10" WEST, ALONG THE NORTH LINE OF SAID LAND, A DISTANCE OF 208.80 FEET TO THE NORTHWEST CORNER OF SAID LAND;

THENCE SOUTH 04°33'17" EAST, ALONG THE WEST LINE OF SAID LAND, A DISTANCE OF 9.40 FEET TO THE NORTHEAST CORNER OF "NAPIER ESTATE" AS PER PLAT THEREOF RECORDED IN PLAT BOOK "E", PAGE 16 OF SAID PUBLIC RECORDS;

THENCE SOUTH 86°51'26" WEST, ALONG THE NORTH LINE OF SAID "NAPIER ESTATE", A DISTANCE OF 123.86 FEET TO THE BOUNDARY OF AFOREMENTIONED MADERA CLUSTER SUBDIVISION PHASE I;

THENCE THE FOLLOWING NINE (9) COURSES ALONG THE BOUNDARY OF SAID MADERA CLUSTER SUBDIVISION PHASE I; NORTH 04°30'00" WEST, 22.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 80.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°38'26" WEST, 22.66 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°16'52", AN ARC DISTANCE OF 22.73 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 20°46'52" WEST, 36.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°18'48" WEST, 11.38 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°03'52", AN ARC DISTANCE OF 11.40 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 33°50'44" WEST, A DISTANCE OF 133.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 280.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°00'37" WEST, 22.72 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°39'00", AN ARC DISTANCE OF 22.72 FEET TO THE END OF SAID CURVE;

THENCE NORTH 38°38'49" WEST, 150.58 FEET;

THENCE NORTH 36°59'41" WEST, 23.63 FEET;

THENCE NORTH 88°10'49" WEST, 80.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 21.186 ACRES, MORE OR LESS.