

January 11, 1995

WHEREAS, the City Council passed Resolution No. 823314 on September 22, 1982 accepting deed restrictions that were volunteered in conjunction with a request for an MF-1 Multiple Family District zoning involving Zoning Case #Z812-250/2578-E on property on the north side of Forest Lane, east of the Lyndon B. Johnson Freeway; and

WHEREAS, hearings were held to consider amending said deed restrictions; and

WHEREAS, the City Council at a public hearing on December 14, 1994, after a public hearing and recommendation by the City Plan Commission, approved an amendment to the existing deed restrictions and acceptance of new deed restrictions volunteered by the property owner on a 12.031 acre tract of land in conjunction with Zoning File Z934-209/2578-E; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the attached instrument labeled as "First Amendment to Deed Restrictions Dated September 20, 1982" be and is hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property zoned an MF-1(A) Multifamily District.

Section 2. That said deed restrictions shall be filed in the Deed Records of Dallas County, Texas.

Section 3. That this resolution shall take effect from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

JAN 11 1995

Robert T. Brown
City Secretary

Approved as to form:
SAM LINDSAY, City Attorney

By *Alexander Hernandez*
Assistant City Attorney

APPROVED

[Signature]
HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

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FIRST AMENDMENT
TO
DEED RESTRICTIONS DATED SEPTEMBER 20, 1982

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

I.

That the undersigned, HANOVER INVESTMENT CORPORATION, A New Hampshire Corporation (the "Owner"), is the owner of the following described property (the "Property"), being in particular a 12.031 acre tract of land in City Block 7.8421, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to Owner by Resolution Trust Corporation, as Receiver for Commonwealth Federal Savings Association, by a Special Warranty Deed, dated June 10, 1993, and recorded in Volume 93119, Pages 1506-1509, in the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

That the Property was originally part of an 80.6776 acre tract of land being more particularly described in Exhibit B, attached hereto and incorporated herein for all purposes, and being that same 80.6776 acre tract of land made subject to restrictions inuring to the benefit of the City by deed restrictions, dated September 20, 1982, and recorded in Volume 82188, Pages 669-678 in the Deed Records of Dallas County, Texas ("Original Restrictions").

The Owner does hereby amend the Original Restrictions, as the Original Restrictions apply to the Property, as follows ("Amended Restrictions"):

- A. That the second, third, fourth, fifth and sixth paragraphs of the Original Restrictions which currently read as follows:

That the undersigned, their successors and/or assigns, do hereby agree to construct along the line described in Exhibit "B" attached hereto and incorporated herein for all purposes a solid screening fence of at least eight feet (8') in height to be built on eight foot (8') centers of brick pillars with the intervening areas to be of cedar, brick or masonry material, except where prohibited by the City of Dallas.

That the undersigned, their successors and/or assigns, do hereby agree to construct along the line described in Exhibit "C" attached hereto and incorporated herein for all purposes a solid fence of at least eight feet (8') in height, except where prohibited by the City of Dallas.

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That the undersigned, their successors and/or assigns, do hereby agree to construct no buildings in the area fifty feet (50') south and east, and parallel to the line described in Exhibit "B".

That the undersigned, their successors and/or assigns, do hereby agree to construct no buildings in the area twenty-five feet (25') south and parallel to the line described in Exhibit "C". Notwithstanding anything contained herein to the contrary, no buildings will be constructed within fifty feet (50') of the south side of the line described in Exhibit "C" if the adjacent property to the south is developed in multiple family uses, as defined by the Dallas Development Code.

That the undersigned, their successors and/or assigns, do hereby agree to the termination of Pleasant Valley drive at the north boundary of the Beck Farm or to provide the area required by the City of Dallas to cul-de-sac said street.

are hereby amended to read as follows:

Prior to the submission of an application for a certificate of occupancy, a solid screening fence of a minimum of eight feet (8') in height shall be erected and maintained along the northern property line of the Property and also along the eastern property line of the Property for a distance of 30 feet, as shown on the attached site plan labeled Exhibit C, attached hereto and incorporated herein for all purposes.

A building setback area of 100 feet from the northern boundary of the Property as shown on attached Exhibit C shall be observed, and no building or structures may be constructed within such setback area except for carports and stair projections. The carports and stair projections located within the building setback area are limited to 14 feet in height.

The Owner agrees to terminate Pleasant Valley Drive at the northeastern boundary of the Property or at a point adjacent to and south of the northeastern boundary of the Property in a cul-de-sac. Ingress and egress from the Property to Pleasant Valley Drive shall be limited to emergency vehicles only.

- B. Exhibits B and C which are attached to the original Restrictions are replaced by Exhibit C which is attached to these Amended Restrictions with respect to the Property.

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- C. That the following additional deed restrictions are impressed on the Property:
1. The maximum permitted density shall be 20 units per acre.
 2. The following buildings on the Property are limited to two stories plus a level within the roof of the building and above the second story, and a maximum of 30 feet in height measured to the midline of the roof; any building or portion of a building within Area I as shown on attached Exhibit C. [As shown on attached Exhibit C, this area is 40 feet wide and located along a line 100 feet south of the north property line.]
 3. No balconies are permitted on the north side of buildings located in Area I.
 4. The following additional landscaping and screening shall be required:
 - (a) A landscape area of 25 feet in width shall be provided along the northern property line as shown on Exhibit C as Area II. This landscaped area shall have (i) a berm with a minimum three feet in height and (ii) a minimum of six inch caliper live oak trees evenly mixed with shumard red oaks planted 30 feet on center.
 - (b) Two landscaped areas measuring 43 feet in width and 30 feet in depth shall be provided in the northwest and northeast corners of the Property as shown on the attached Exhibit C.
 - (c) All trees shall be maintained in a healthy growing condition. For a period of five years after planting, if any tree dies, it shall be replaced with a like tree by the Owner within 30 days after notification is mailed to the Owner by the City.
 - (d) All screening fences shall be maintained in good condition.
 5. Prior to the submission of an application for a certificate of occupancy for a multifamily use on the Property, controlled access security gates shall be erected by the Owner along the perimeters of the Property except for those areas along the northern and eastern property lines on which a fence is already required by (A) above.

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II.

The Amended Restrictions shall continue in full force and effect for a period of twenty (20) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this document.

III.

These Amended Restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.

IV.

These Amended Restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

V.

The Owner agrees that these Amended Restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

VI.

The Owner agrees to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with the provisions of this First Amendment of Deed Restrictions and with the amendment of the Original Restrictions.

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VII.

The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title or interest in or to the Property, or any part thereof. Any person who acquires any right, title or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document. Notwithstanding any provision contained in this document to the contrary, it is agreed and understood that the City may enforce this document against the Owner or the subsequent owner of any portion of the Property for any violations which occur during their respective periods of ownership of the applicable portions of the Property

VIII.

Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," as amended, apply and are incorporated into this document as if recited in this document.

IX.

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

X.

The Owner certifies and represents that there are no liens, other than liens for ad valorem taxes, against the Property if there are no signatures of lienholders subscribed below.

XI.

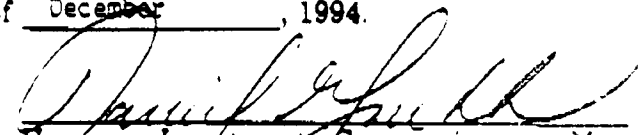
The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

XII.

The Original Restrictions shall remain in full force and effect save and except as amended by this document.

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EXECUTED this the 9th day of December, 1994.


Hapover Investment Corporation, a New Hampshire Corporation, Owner

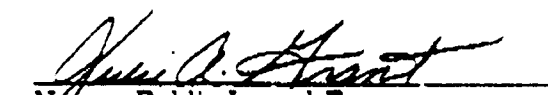
By Daniel G. Smith

Title Assistant Secretary

THE STATE OF ~~1993~~ §
NEW HAMPSHIRE §
COUNTY OF ~~1993~~ §
GRAFTON

BEFORE ME, the undersigned authority, on this day personally appeared Daniel G. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December, 1994.


Notary Public In and For
The State of ~~1993~~ New Hampshire

My Commission Expires:
JULIE A. GRANT, Notary Public
My Commission Expires September 9, 1999

Julie A. Grant
(Print Name of Notary Public)

Approved as to form:
SAM LINDSAY, City Attorney

By 
Assistant City Attorney

FIRST AMENDMENT TO DEED RESTRICTIONS AND
ADDITIONAL DEED RESTRICTIONS

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CERTIFICATE OF SECRETARY OF
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
HANOVER INVESTMENT CORPORATION

A special meeting of the Board of Directors of Hanover Investment Corporation was held at the registered offices of the Corporation, the Law Offices of Clauson & Smith, Ten Buck Road, Hanover, New Hampshire, on Thursday, December 8, 1994, at 10:00 a.m. Those present at the meeting were K. William Clauson and David R. Kirch, being the only Directors of the corporation.

Upon motion duly made and seconded, it was unanimously:

RESOLVED: That Daniel G. Smith, Assistant Secretary of the corporation, is authorized in the name of and on behalf of the corporation to execute and deliver, as he shall deem advisable, certain instruments entitled Declaration of Covenants, Conditions and Restrictions and First Amendment to Deed Restrictions Dated September 20, 1982, and any and all other documents necessary or required in order to settle or resolve the zoning/land use issue pertaining to the corporation's real estate located on Forest Lane in Dallas, Texas.

There being no further business to come before the Board, it was unanimously:

RESOLVED: To Adjourn.


K. William Clauson, Secretary

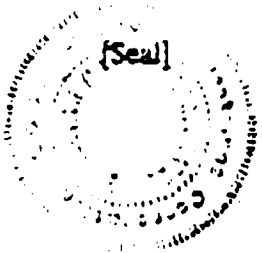


EXHIBIT "A"

BEING a 12.031 acre tract of land in the B.F. Hall Survey, Abstract No. 660 and the B.J. Prigmore Survey, Abstract No. 1159 in the City of Dallas, Dallas County, Texas, said tract being all of Lot 2B, in Block 7/8421 of the Replat of Lot 2, Block 7/8421 of Forest Hills Apartments, an addition to the City of Dallas, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 80003, Page 2595 of the Map Records, Dallas County, Texas and that certain tract being situated in City of Dallas Block No. 8420, said 12.031 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in a south line of Country Forest, Phase Two, an addition to the City of Dallas as recorded in Volume 77226, Page 1805 of the Map Records, Dallas County, Texas, said rod marking the common northeast corner of said Lot 2B and the northeast corner of said Replat of Lot 2, Block 7/8421 of Forest Hills Apartments, said point being South 87 degrees 18 minutes 43 seconds West, a distance of 165.25 feet from the southeast corner of said Country Forest, Phase Two;

THENCE South 00 degrees 29 minutes 00 seconds West, departing the south line of said Country Forest, Phase Two and along the common east line of said Lot 2B and said Forest Hills Apartments, a distance of 411.04 feet to a 1/2 inch iron rod found for the common northeast corner of Lot 2A and the southeast corner of said Lot 2B;

THENCE North 89 degrees 31 minutes 00 seconds West, departing the east line of said Forest Hills Apartments and along the common north line of said Lot 2A and the south line of said Lot 2B, a distance of 280.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 29 minutes 00 seconds East, continuing along the common line of said Lots 2A and 2B, a distance of 20.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 31 minutes 00 seconds West, continuing along said common line, a distance of 111.50 feet to a 5/8 inch iron rod set for a common corner of said Lot 2A and Lot 2B;

THENCE South 00 degrees 29 minutes 00 seconds West, continuing along said common line, a distance of 128.75 feet to a 5/8 inch iron rod set for a common corner of said Lot 2A and Lot 2B;

THENCE South 32 degrees 00 minutes 00 seconds West, continuing along the common line of said Lot 2A and Lot 2B, a total distance of 43.15 feet to a 5/8 inch iron rod found for a common corner of said Lot 2A and Lot 2B;

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THENCE North 89 degrees 31 minutes 00 seconds West, continuing along the common line of said Lot 2A and said Lot 2B, a distance of 65.68 feet to a 5/8 inch iron rod set for the common interior corner of said Lot 2A and the most southerly southwest corner of said Lot 2B;

THENCE South 00 degrees 29 minutes 00 seconds West, departing said Lot 2B and along the west line of said Lot 2A, a distance of 95.08 feet to a 5/8 inch iron rod set for corner;

THENCE South 00 degrees 20 minutes 00 seconds West, continuing along the west line of said Lot 2A, Block 7/8421 of Forest Hills Apartments, a distance of 188.35 feet to a 5/8 inch iron rod set for corner;

THENCE South 29 degrees 01 minutes 00 seconds East, continuing along the west line of said Lot 2A, a distance of 191.95 feet to a chiseled "X" set in the top of a concrete headwall, said point in the north right-of-way (R.O.W.) line of Forest Lane (100 feet R.O.W.) and marking the common southwest corner of said Lot 2A, the southwest corner of said Forest Hills Apartments and the northeast corner of that certain tract of land conveyed to the City of Dallas as recorded in Volume 90126, Page 2038 of the Deed Records of Dallas County, Texas, said point being in the arc of a curve to the left;

THENCE southwesterly, along the common north line of said City of Dallas tract and along the north R.O.W. line of said Forest Lane and along the arc of said curve to the left having a radius of 1197.05 feet, a central angle 07 degrees 26 minutes 32 seconds, a chord bearing South 78 degrees 40 minutes 31 seconds West for 155.35 feet, and an arc distance of 155.49 feet to a "PK" nail set for a point of tangency;

THENCE South 74 degrees 57 minutes 15 seconds West, continuing along the common north line of said City of Dallas tract and the north R.O.W. line of said Forest Lane, a distance of 173.77 feet to a 5/8 inch iron rod set for the southeast corner of Forestwood on the Creek Condominiums, an Addition to the City of Dallas, Dallas County, Texas as recorded in Volume 83158, Page 583 of the Map Records of Dallas County, Texas;

THENCE North 00 degrees 29 minutes 00 seconds East, along the east lines of said Forestwood on the Creek Condominiums and Forestwood on the Creek II Condominiums, an Addition to the City of Dallas, Dallas County, Texas as recorded in Volume 84080, Page 3084 of the Map Records of Dallas County, Texas, a distance of 943.11 feet to a 1/2 inch iron rod found for the northeast corner of said Forestwood on the Creek II Condominiums, said point being in the south line of the aforementioned Country Forest, Phase Two;

THENCE North 88 degrees 11 minutes 17 seconds East, along the south line of said Country Forest, Phase Two, a distance of 374.27 feet to a 1/2 inch iron rod found for corner;

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THENCE North 05 degrees 56 minutes 15 seconds East, continuing along the south line of said Country Forest, Phase Two, a distance of 5.80 feet to a 5/8 inch iron rod set for corner;

THENCE North 87 degrees 18 minutes 43 seconds East, continuing along the south line of said Country Forest, passing at 13.66 feet the common northwest corner of said Lot 2B and said Forest Hills Apartments and continuing for a total distance of 494.13 feet to the POINT OF BEGINNING of the herein described tract containing 12.031 acres of land, more or less.

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EXHIBIT B

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BEING a part of land situated in the City of Dallas, Dallas County, Texas and being part of the G. J. Prigmore Survey, Abstract 150 and being more particularly described as follows:

BEGINNING at a found nail in fence post being the Southeast corner of the subdivision Dallas Country Forest Phase Two, Volume 77226, Page 100, Dallas County Deed Records;

THENCE North 25 degrees 34 minutes 49 seconds East along East line of said Country Forest Phase Two, a distance of 130.68 feet to a found iron pin for a corner, said corner being the point of curvature of a curve to the right of which the central angle is 17 degrees 12 minutes 15 seconds and the radius is 138.25 feet;

THENCE Northeasterly along said curve a distance of 47.52 feet to the point of tangency thereof, said point being a found iron pin on the said East line of Country Forest Phase Two;

THENCE North 23 degrees 17 minutes 05 seconds East along said East line a distance of 120.07 feet to a found iron pin for a corner;

THENCE North 22 degrees 24 minutes 36 seconds East along said East line a distance of 109.52 feet to a found iron pin for a corner, said corner being the point of curvature of a curve to the right of which the central angle is 17 degrees 33 minutes 10 seconds and the radius is 48.00 feet;

THENCE Northeasterly along said curve a distance of 81.12 feet to the point of tangency thereof, said point being a found iron pin, said point also being on the South line of the subdivision Dallas Country Forest Phase One, Volume 77130, Page 0837, Dallas County Deed Records;

THENCE North 20 degrees 54 minutes 49 seconds East along said South line of Country Forest Phase One, a distance of 1676.00 feet to a found iron pin for a corner, said corner being on the West Right-of-Way line of Audelle Road (a variable R.O.W.);

THENCE South 08 degrees 17 minutes 53 seconds East along said West R.O.W. line of Audelle Road, a distance of 17.45 feet to found iron pin for a corner, said corner being the point of curvature of a curve to the right of which the central angle is 17 degrees 23 minutes 00 seconds and the radius is 1000.00 feet;

THENCE Southeasterly along said curve a distance of 425.23 feet to the point of tangency thereof, said point being a found iron pin on the said West R.O.W. line of Audelle Road;

THENCE South 74 degrees 34 minutes 37 seconds West along said West R.O.W. line, a distance of 30.20 feet to a found iron pin for a corner;

THENCE South 01 degree 01 minutes 34 seconds West along said West R.O.W. line, a distance of 227.27 feet to a set iron pin for a corner;

THENCE North 70 degrees 21 minutes 00 seconds West a distance of 1000.00 feet to a set iron pin for a corner;

THENCE South 00 degrees 20 minutes 00 seconds West a distance of 610.00 feet to a set iron pin for a corner, said corner being on the North Right-of-Way line of Forest Lane (a variable R.O.W.);

THENCE North 00 degrees 21 minutes 30 seconds West along said North R.O.W. line of Forest Lane, a distance of 225.00 feet to a set iron pin for a corner;

THENCE North 00 degrees 30 minutes 00 seconds East a distance of 221.00 feet to a set iron pin for a corner, said corner being on the South line of said Country Forest Phase Two;

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THENCE North 18 degrees 18 minutes 44 seconds East along said South line of Country Forest Phase Two, a distance of 145.75 feet to the POINT OF BEGINNING;

CONTAINING 2,348,120.42 square feet or 54,776 acres of land,

and the following described tract of land:

BEING a tract of land situated in the City of Dallas, Dallas County, Texas and being part of the S. J. Piquero Survey, Abstract No. 1139 and part of the S. F. Hall Survey, Abstract No. 110 and being more particularly described as follows:

COMMENCING at a found well in fence post being the southeast corner of the subdivision platted Country Forest Phase Two, Volume 1112, Page 128, Dallas County Deed Records;

THENCE South 17 degrees 18 minutes 44 seconds West along South line of said Country Forest, Phase Two, a distance of 145.75 feet to a set iron pin for a corner, said corner being the POINT OF BEGINNING;

THENCE South 15 degrees 29 minutes 00 seconds West a distance of 121.84 feet to a set iron pin for a corner, said point being on the North S. O. W. line of Forest Lane (a variable S. O. W.);

THENCE North 19 degrees 21 minutes 00 seconds West along said North S. O. W. line a distance of 188.03 feet to a found iron pin for a corner, said corner being the point of curvature of a curve to the left of which the central angle is 12 degrees 23 minutes 10 seconds and the radius is 1173.33 feet;

THENCE Southwesterly along said curve a distance of 112.46 feet to the point of tangency, said point being a found iron pin, said point also being on the said North S. O. W. line;

THENCE South 74 degrees 35 minutes 33 seconds West along said North S. O. W. line a distance of 146.94 feet to a found iron pin for a corner, said corner being the point of curvature of a curve to the right of which the central angle is 13 degrees 13 minutes 30 seconds and the radius is 687.00 feet;

THENCE Southwesterly along said curve for a distance of 159.10 feet to a point being the intersection of the said North S. O. W. line of Forest Lane and the centerline of the 15 foot sanitary sewer easement as recorded in Volume 97894, Page 1167;

THENCE North 10 degrees 45 minutes 10 seconds East along said centerline of sanitary sewer easement for a distance of 28.17 feet to a point for a corner;

THENCE North 00 degrees 20 minutes 20 seconds East along said centerline for a distance of 21.23 feet to the point of curvature of a curve to the left of which the central angle is 20 degrees 00 minutes 30 seconds and the radius is 100.00 feet;

THENCE Northwesterly along said curve a distance of 18.28 feet to the point of tangency, said point being on said centerline of sanitary sewer easement;

THENCE North 32 degrees 14 minutes 07 seconds West along said centerline for a distance of 17.84 feet to the point of curvature of a curve to the right of which the central angle is 18 degrees 30 minutes 11 seconds and radius is 200.00 feet;

THENCE Northwesterly along said curve for a distance of 19.51 feet to the point of tangency, said point being on said centerline;

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THENCE North 86 degrees 18 minutes 10 seconds West along said centerline for a distance of 171.80 feet to the point of curvature of a curve to the right of which the central angle is 46 degrees 16 minutes 30 seconds and radius is 100.00 feet;

THENCE Northeasterly along said curve for a distance of 10.17 feet to the point of tangency, said point being on said centerline;

THENCE North 19 degrees 20 minutes 39 seconds East along said centerline for a distance of 10.17 feet to the point of curvature of a curve to the left of which the central angle is 46 degrees 16 minutes 30 seconds and radius is 100.00 feet;

THENCE Northeasterly along said curve for a distance of 103.75 feet to the point of tangency, said point being on said centerline of sanitary sewer easement;

THENCE North 26 degrees 42 minutes 30 seconds West along said centerline for a distance of 81.61 feet to the point of curvature of a curve to the right of which the central angle is 31 degrees 23 minutes 39 seconds and radius is 100.00 feet;

THENCE Northeasterly along said curve for a distance of 31.86 feet to the point of tangency, said point being on said centerline;

THENCE North 80 degrees 44 minutes 03 seconds East along said centerline for a distance of 70.13 feet to the point of curvature of a curve to the right of which the central angle is 19 degrees 16 minutes 00 seconds and a radius of 100.00 feet;

THENCE Northeasterly along said curve for a distance of 140.33 feet to the point of tangency, said point being on said centerline;

THENCE North 33 degrees 12 minutes 19 seconds East along said centerline for a distance of 100.01 feet to a point for a corner;

THENCE North 10 degrees 19 minutes 00 seconds East along said centerline of sanitary sewer easement for a distance of 97.01 feet to a point for a corner;

THENCE North 10 degrees 11 minutes 17 seconds East (through a found iron pin being the Southeast corner of said Country Forest Phase Two at 190.07 feet) for a distance of 439.14 feet to a found iron pin for corner;

THENCE North 05 degrees 30 minutes 15 seconds East for a distance of 1.00 feet to a found iron pin for a corner;

THENCE North 17 degrees 18 minutes 44 seconds East for a distance of 194.17 feet to the POINT OF BEGINNING;

CONTAINING 1,130,444.74 square feet or 25.900 acres of land.

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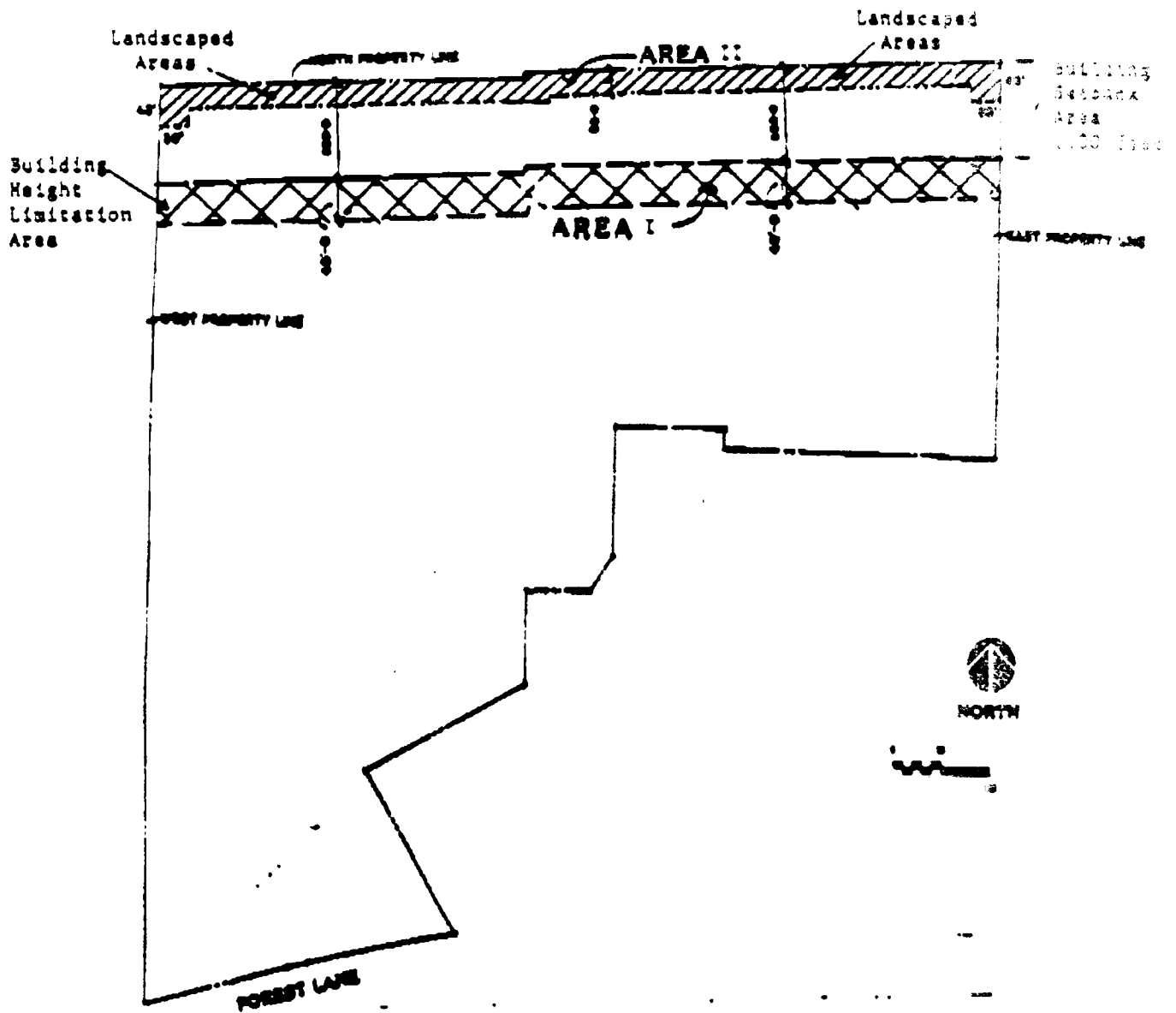
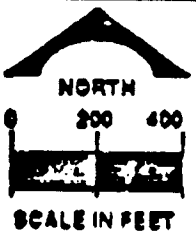
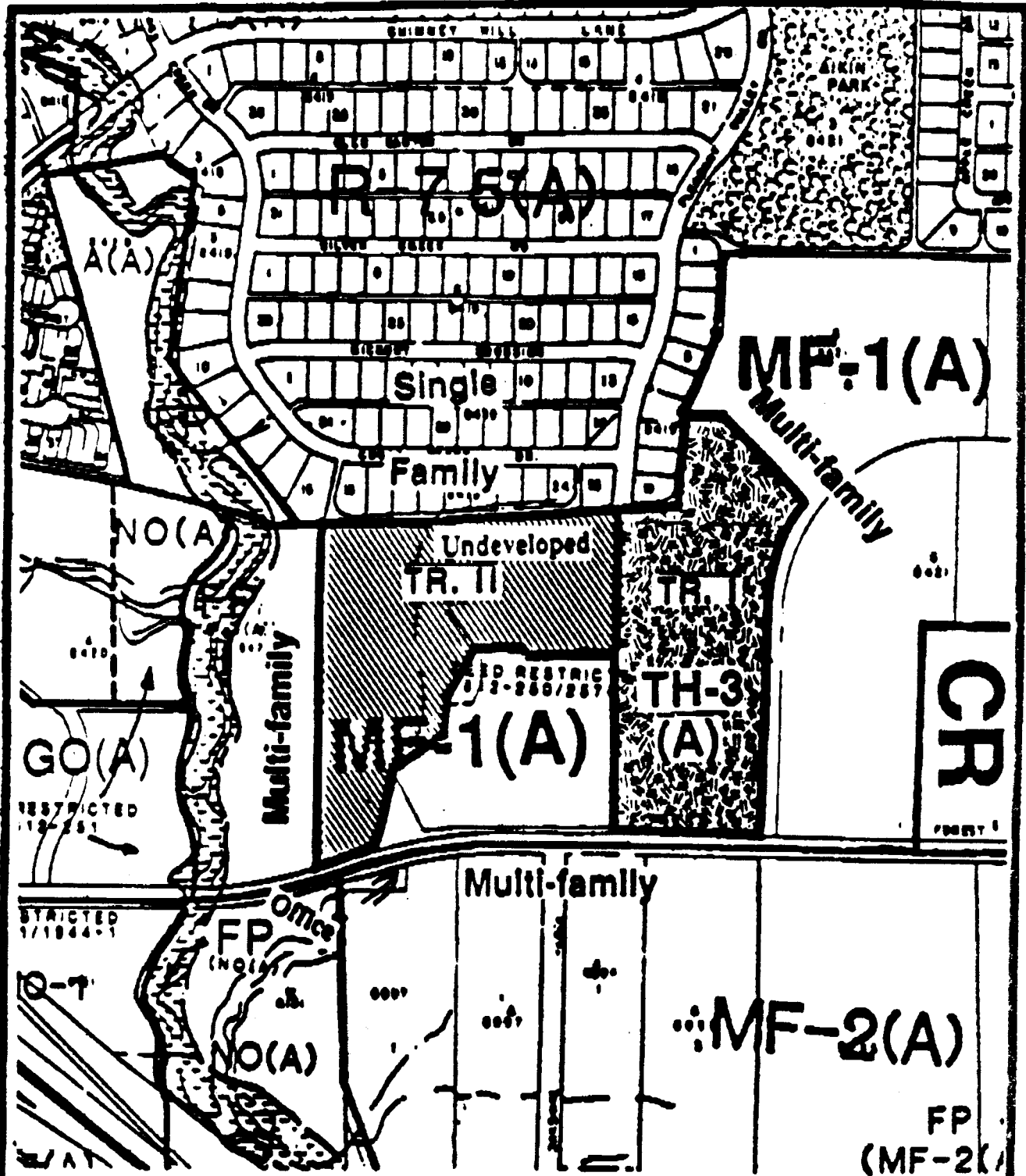


EXHIBIT "C"



**ZONING
AND LAND USE**

Map No. D-9

Case No. Z934-209/2578-E